

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

In re

CITY OF DETROIT, MICHIGAN,

Debtor.

No. 13-53846

Chapter 9

HON. STEVEN W. RHODES

**EXHIBIT 31 – PART 2**

**APPELLEE STATE OF MICHIGAN'S DESIGNATION OF  
ITEMS TO BE INCLUDED IN THE RECORD ON APPEAL**  
in connection with Notice of Appeal filed by Lucinda Darrah  
[Dkt. #8812]

Item	Date Filed	Docket Number	Description
31	7/25/2014	6379	Fifth Amended Chapter 9 Plan <i>Corrected Fifth Amended Plan for the Adjustment of Debts of the City of Detroit</i> Filed by Debtor In Possession City of Detroit, Michigan (Attachments: # <u>1</u> Exhibit I.A.6 through I.A.207 # <u>2</u> Exhibit I.A.209 through I.A.244 # <u>3</u> Exhibit I.A.245 through I.A.310 # <u>4</u> Exhibit I.A.317 # <u>5</u> Exhibit II.B.3.q.ii.A through II.D.6)

**SCHEDULE OF UNLIMITED TAX GENERAL OBLIGATION BOND  
DOCUMENTS & RELATED UNLIMITED TAX GENERAL OBLIGATION BONDS**

<b>Unlimited Tax General Obligation Bond Documents</b>	<b>Series of Unlimited Tax General Obligation Bonds</b>	<b>Balance as of Petition Date</b>
Resolution of the City Council adopted March 3, 1999 Finance Director's Order dated April 1, 1999	Series 1999-A	\$18,747,364
Amended and Restated Resolution of the City Council adopted April 6, 2001 and Supplement No. 1 to Amended and Restated Resolution, adopted June 13, 2001 (collectively, " <u>2001 UTGO Resolution</u> ") Finance Director's Order dated August 1, 2001 (" <u>2001 UTGO Sale Order</u> ")	Series 2001-A(1)	\$78,787,556
2001 UTGO Resolution 2001 UTGO Sale Order	Series 2001-B	\$4,063,616
Resolution of the City Council adopted July 24, 2002 Finance Director's Order dated August 2, 2002	Series 2002	\$6,745,767
Resolution of the City Council adopted September 19, 2003 Finance Director's Order dated October 9, 2003	Series 2003-A	\$34,908,150
Bond Authorizing Resolution adopted June 14, 2004 (" <u>2004 UTGO Resolution</u> ") Finance Director's Order dated August 27, 2004 (" <u>2004 UTGO Sale Order</u> ")	Series 2004-A(1)	\$39,872,258
2004 UTGO Resolution 2004 UTGO Sale Order	Series 2004-B(1)	\$38,206,678
2004 UTGO Resolution 2004 UTGO Sale Order	Series 2004-B(2)	\$736,241
Resolution of the City Council adopted July 6, 2005 (" <u>2005 UTGO Resolution</u> ") Finance Director's Order dated December 5, 2005 (" <u>2005 UTGO Sale Order</u> ")	Series 2005-B	\$45,452,501
2005 UTGO Resolution 2005 UTGO Sale Order	Series 2005-C	\$18,671,105

Unlimited Tax General Obligation Bond Documents	Series of Unlimited Tax General Obligation Bonds	Balance as of Petition Date
Resolution of the City Council adopted November 17, 2006 (" <u>2008 UTGO Resolution</u> ") Finance Director's Order dated May 30, 2008 (" <u>2008 UTGO Sale Order</u> ")	Series 2008-A	\$59,487,564
2008 UTGO Resolution 2008 UTGO Sale Order	Series 2008-B(1)	\$28,982,532

**EXHIBIT I.A.317**

FORM OF UTGO SETTLEMENT AGREEMENT

## SETTLEMENT AGREEMENT

This Settlement Agreement ("**Agreement**") is entered into as of July 18, 2014, among the City of Detroit (the "**City**"), Ambac Assurance Corporation ("**Ambac**"), Assured Guaranty Municipal Corp. and Assured Guaranty Corp. (together, "**Assured**"), and National Public Finance Guarantee Corporation ("**NPFG**"). In this Agreement, each of the City, Ambac, Assured, and NPFG is referred to individually as a "**Party**"; Ambac, Assured, and NPFG (including their successors and assigns) are referred to collectively as the "**Bond Insurers**"; and the City and the Bond Insurers are referred to collectively as the "**Parties**."

### RECITALS

**WHEREAS**, as of the close of Fiscal Year 2013 (*i.e.*, June 30, 2013), the City had \$369.115 million in outstanding principal amount of unlimited tax general obligations bonds, excluding the 2010 Series A Bonds hereinafter mentioned (the "**Prior UTGO Bonds**");

**WHEREAS**, more than 90% of the Prior UTGO Bonds are insured by one of the three Bond Insurers under financial guaranty insurance policies (the "**Bond Insurance Policies**") that were issued contemporaneously with the respective Prior UTGO Bonds;

**WHEREAS**, the Governor of the State of Michigan determined on March 1, 2013 that a financial emergency existed in the City, and the Emergency Manager (together with any successors, the "**Emergency Manager**") was appointed for the City on March 14, 2013;

**WHEREAS**, on July 18, 2013 (the "**Petition Date**"), the City filed a voluntary petition for relief under chapter 9 of title 11 of the United States Code (the "**Bankruptcy Code**"), thereby commencing Bankruptcy Case No. 13-53846 (the "**Bankruptcy Case**") before the United States Bankruptcy Court for the Eastern District of Michigan (the "**Bankruptcy Court**");

**WHEREAS**, as of the Petition Date, the balance due on the Prior UTGO Bonds, including prepetition interest accrued as of that date, was \$374,686,297;

**WHEREAS**, on October 1, 2013, the City defaulted on its obligation to make interest payments on the Prior UTGO Bonds in the amount of \$9,372,276 and the Bond Insurers paid claims and were subrogated to the rights of the owners for such payments, and the insurance documents contemplate the assignment of the Prior UTGO Bonds to the Bond Insurers upon payment of a claim;

**WHEREAS**, on April 1, 2014, the City defaulted on its obligations on the Prior UTGO Bonds to pay interest in the amount of \$9,372,276 and to pay principal in the amount of \$38,205,000, and the Bond Insurers paid claims and were subrogated to the

rights of the owners for such payments, and the insurance documents contemplate the assignment of the Prior UTGO Bonds to the Bond Insurers upon payment of a claim;

**WHEREAS**, on November 8, 2013, Assured and NPFG filed an adversary proceeding against the City seeking declaratory relief with regard to their rights in respect of the Prior UTGO Bonds pending before the Bankruptcy Court (Adv. Proc. No 13-05309) (the “**Assured/NPFG Action**”), and Ambac filed an adversary proceeding against the City seeking declaratory relief with regard to its rights in respect of, *inter alia*, the Prior UTGO Bonds pending before the Bankruptcy Court (Adv. Proc. No 13-05310) (the “**Ambac Action**”);

**WHEREAS**, on or about February 21, 2014, each of the Bond Insurers filed proofs of claim in the Bankruptcy Case (the “**UTGO Claims**”) asserting claims against the City for the full amount of principal and interest due under the documents pursuant to which the Prior UTGO Bonds were issued (including post-petition interest), amounts due the Bond Insurers for payments pursuant to the Bond Insurance Policies, and contractual reimbursements due for charges, fees, costs, losses, liabilities and expenses incurred by the Bond Insurers in connection with the Bond Insurance Policies; and

**WHEREAS**, the Parties have engaged in good faith and arms’ length negotiations regarding a consensual resolution of their disputes under or in respect of the Prior UTGO Bonds, the Assured/NPFG Action, the Ambac Action, and the UTGO Claims;

**NOW, THEREFORE**, in consideration of the foregoing and the promises, mutual covenants, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **ARTICLE I DEFINITIONS**

Section 1.1. **Recitals**. The recitals set forth above are incorporated by reference and are explicitly made a part of this Agreement.

Section 1.2. **Definitions**. In addition to the capitalized terms defined in the preamble and recitals, the following definitions shall apply to and constitute part of this Agreement and all schedules, exhibits and annexes hereto:

“**Act 436**” shall mean the Local Financial Stability and Choice Act of the State, Act 436 of 2012, Public Acts of Michigan, 2012.

“**Additional Bonds**” shall mean any unlimited tax general obligation bonds issued on a parity with the Prior UTGO Bonds, the UTGO Bonds and the 2010 Series A Bonds as to the Aggregate UTGO Tax Levy.

**“Additional DSA Debt”** has the meaning ascribed to it in Section 2.6(a).

**“Agreement to Deposit State Aid”** shall mean the agreement, dated as of the date of the issuance of the MFA Bonds, among the City, the State Treasurer and U.S. Bank National Association, as Master Trustee, providing for the deposit of Distributable State Aid payments by the State Treasurer directly into the funds and accounts held by the Master Trustee pursuant to the Master Indenture for purposes of retiring the Municipal Obligation for so long as the Municipal Obligation remains outstanding.

**“Aggregate UTGO Tax Levy”** shall mean all proceeds of the ad valorem tax millage levies, including delinquent millage payments received from Wayne County or otherwise, on account of unlimited tax general obligation bonds of the City, including the Prior UTGO Bonds (or after the Effective Date, the UTGO Bonds), the 2010 Series A Bonds and any Additional Bonds hereafter issued by the City.

**“Allowed Claim”** has the meaning ascribed to it in the Plan.

**“Ambac Action”** has the meaning ascribed to it in the recitals hereof.

**“Approval Motion”** shall mean a motion filed by the City with the Bankruptcy Court in accordance with Section 2.8(c), seeking entry of the Approval Order pursuant to Federal Rule of Bankruptcy Procedure 9019, which motion shall be in form and substance reasonably satisfactory to the Parties.

**“Approval Order”** shall mean an order of the Bankruptcy Court (other than the Plan Confirmation Order) approving the compromise and settlement set forth in this Agreement authorizing and directing the consummation of the transactions contemplated herein, which order shall be in a form and substance reasonably satisfactory to the Parties.

**“Assigned UTGO Bond Tax Proceeds”** has the meaning ascribed to it in Section 2.1(b)(i).

**“Assured/NPFG Action”** has the meaning ascribed to it in the recitals hereof.

**“Bankruptcy Case”** has the meaning ascribed to it in the recitals hereof.

**“Bankruptcy Code”** has the meaning ascribed to it in the recitals hereof.

**“Bankruptcy Court”** has the meaning ascribed to it in the recitals hereof.

**“Bond Insurance Policies”** has the meaning ascribed to it in the recitals hereof.

**“Bond Insurer Claims”** has the meaning ascribed to it in Section 2.1.

**“Bond Insurer Exculpated Parties”** means the Bond Insurers solely in their capacity as insurers of the Prior UTGO Bonds, and their respective parents, affiliates, shareholders, directors, officers, managers, employees, agents, attorneys, advisors, accountants, restructuring consultants, financial advisors and investment bankers, solely in their capacity as such.

**“Claim”** shall mean a “claim” as defined in Section 101(5) of the Bankruptcy Code.

**“Class”** means each class of Claims established under the Plan.

**“Debt Millage Escrow Agreement”** shall mean an escrow agreement substantially in the form of Exhibit A hereto between the City and U.S. Bank National Association as escrow trustee providing, among other things, for the deposit and distribution of the Aggregate UTGO Tax Levy collected by the City, to be executed and delivered on the date of this Agreement.

**“Debt Millage Escrow Trustee”** has the meaning ascribed to it in Section 2.4(a).

**“Distributable State Aid”** shall mean the shared revenue payments that the City is entitled to receive from the State under the Michigan Constitution and the provisions of the Glenn Steil State Revenue Sharing Act, Act 140, Public Acts of Michigan, 1971, as amended (**“Act 140”**) in each City fiscal year ending June 30.

**“DSA Deposit”** has the meaning ascribed to it in Section 2.5(c).

**“DSA Deposit Date”** has the meaning ascribed to it in Section 2.5(c).

**“Deposit Date Balance Requirement(s)”** has the meaning ascribed to it in Section 2.5(c).

**“Deposit Date Balance Requirement for the Municipal Obligation”** has the meaning ascribed to it in Section 2.5(e).

**“DSA Escrow Funds”** has the meaning ascribed to it in Section 2.5(b).

**“DTC System”** shall mean the system maintained by the Depository Trust Company used for trading municipal securities.

**“Effective Date”** shall mean the effective date of any Plan.

**“Emergency Manager”** has the meaning ascribed to it in the recitals hereof.

**“Emergency Manager Order”** shall mean an order of the Emergency Manager in substantially the form attached hereto as Exhibit B.

**“Event of Default”** has the meaning ascribed to it in Section 4.1.

**“Existing DSA Debt”** has the meaning ascribed to it in Section 2.6(a).

**“Final Order”** shall mean an order or judgment including any associated findings of fact and conclusions of law of the Bankruptcy Court or other court of competent jurisdiction with respect to the applicable subject matter which has not been reversed, stayed, modified or amended and as to which (a) any right to appeal or seek certiorari, review, reargument, stay or rehearing has expired and no appeal or petition for certiorari, review, reargument, stay or rehearing is pending, or (b) an appeal has been taken or petition for certiorari, review, reargument, stay or rehearing has been filed and (i) such appeal or petition for certiorari, review, reargument, stay or rehearing has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, review, reargument, stay or rehearing was sought or (ii) the time to appeal further or seek certiorari, review, reargument, stay or rehearing has expired and no such further appeal or petition for certiorari, review, reargument, stay or rehearing is pending; provided, however, that the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Federal Rule of Bankruptcy Procedure 9024 may be filed relating to such order shall not cause such order to not be a Final Order.

**“Financial Terms”** has the meaning ascribed to it in Section 2.2.

**“Hard Pay Instruments”** has the meaning ascribed to it in Section 2.11(a)(i).

**“Holders Restructured UTGO Bonds”** has the meaning ascribed to it in Section 2.1(a).

**“Holder”** shall mean the holder of a Claim under or evidenced by the Prior UTGO Bonds.

**“Impaired Financial Creditors”** has the meaning ascribed to it in Section 2.11(a).

**“Insurer Owned Restructured UTGO Bonds”** has the meaning ascribed to it in Section 2.1(a).

**“Master Indenture”** shall mean the Master Debt Retirement Trust Indenture dated as of March 1, 2010 by and between the City and U.S. Bank National Association, Detroit, Michigan, as Master Trustee, as supplemented by the First Supplemental Debt Retirement Trust Indenture dated as of March 1, 2010, by the Second Supplemental Debt Retirement Trust Indenture dated as of December 1, 2010, the Third Supplemental Debt Retirement Trust Indenture dated as of March 1, 2012, the Fourth Supplemental Debt Retirement Trust Indenture dated as of August 1, 2012 and by the Fifth Supplemental Debt Retirement Trust Indenture to be dated as of the first day of the

month of the issuance of the MFA Bonds, by and between the City and the Master Trustee.

**“Master Trustee”** shall mean U.S. Bank National Association, Detroit, Michigan, as trustee under the Master Indenture or any successor trustee appointed pursuant to the terms of the Master Indenture.

**“MFA Bonds”** has the meaning ascribed to it in Section 2.2.

**“Municipal Obligation”** has the meaning ascribed to it in Section 2.2.

**“Plan”** shall mean the chapter 9 plan of adjustment filed by the City and incorporating the terms and conditions set forth in this Agreement, in substantially the form of the draft thereof dated May 5, 2014, as such plan may be amended, modified or supplemented from time to time, which plan, as it relates to this Settlement Agreement, shall be in form and substance reasonably satisfactory to the Bond Insurers.

**“Plan Confirmation Order”** shall mean findings of fact and an order of the Bankruptcy Court confirming the Plan and meeting the requirements of Section 2.9 of this Agreement.

**“Plan Documents”** shall mean the Plan, the Plan Confirmation Order and any Plan related documents effectuating this Agreement.

**“Plan Instruments”** shall have the meaning ascribed to it in Section 2.11(a)(ii).

**“Prior UTGO Bonds”** has the meaning ascribed to it in the recitals hereof.

**“Pro Rata”** shall mean the proportion that a claim of one Holder of Restructured UTGO Bonds bears to the aggregate of all claims of all of the Holders of Restructured UTGO Bonds.

**“Restructured UTGO Bonds”** has the meaning ascribed to it in Section 2.1.

**“Series 2014 DSA Escrow Fund”** has the meaning ascribed to it in Section 2.5(d).

**“Settlement Escrow Agreement”** has the meaning ascribed to it in Section 2.8.

**“Settlement-Related Documents”** shall mean this Agreement, the Plan Documents, the Approval Order (if applicable), the Debt Millage Escrow Agreement, the Settlement Escrow Agreement, the Restructured UTGO Bonds, the Stub UTGO Bonds, the Municipal Obligation, the MFA Bonds and all documents related to the MFA Bonds

(other than a Bond Insurer's insurance policies related to the MFA Bonds, Restructured UTGO Bonds and the Stub UTGO Bonds), each of which shall be in form and substance reasonably satisfactory to the Parties (and, in the case of the Plan Documents, solely as they relate to this Agreement).

**"Shared Credit Rating Act"** shall mean the Shared Credit Rating Act, Act No. 227 of the Public Acts of 1985 of the State, as from time to time amended.

**"Soft Pay Instruments"** has the meaning ascribed to it in Section 2.11(a)(ii).

**"State"** shall mean the State of Michigan.

**"State Treasurer"** shall mean the State Treasurer of the State.

**"Stub UTGO Bonds"** has the meaning ascribed to it in Section 2.1(b).

**"Stub UTGO Challenge"** has the meaning ascribed to it in Section 6.3(b).

**"Syncora"** shall mean Syncora Capital Assurance Inc. and Syncora Guarantee Inc. as insurer of the Series 2003(A) Unlimited Tax General Obligation Bonds.

**"2010 Senior Bonds"** has the meaning ascribed to it in Section 2.3(d)(i).

**"2010 Series A Bonds"** shall mean the City's \$100,000,000 Distributable State Aid Second Lien Bonds (Unlimited Tax General Obligation), Series 2010 (A) (Taxable Recovery Zone Economic Development Bonds-Direct Payment).

**"Third Lien Bonds"** has the meaning ascribed to it in Section 2.3(d)(iii).

**"Top-Off Payments"** has the meaning ascribed to it in Section 2.11(b).

**"Trigger Event"** has the meaning ascribed to it in Section 2.11(b).

**"Trigger Payments"** has the meaning ascribed to it in Section 2.11(b).

**"UTGO Bond Tax Levy"** shall mean that portion of the Aggregate UTGO Tax Levy in the amount that was allocable to the Prior UTGO Bonds.

**"UTGO Bonds"** shall mean the Municipal Obligation and the Stub UTGO Bonds.

**"UTGO Claims"** has the meaning ascribed to it in the recitals hereof.

**"UTGO Litigation"** has the meaning ascribed to it in Section 2.13.

Section 1.3. Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof will arise favoring or disfavoring any Party hereto because of the authorship of any provision of this Agreement.

Section 1.4. General Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires

(a) Defined terms in the singular shall include the plural as well as the singular, and vice versa.

(b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles. All references herein to “generally accepted accounting principles” refer to such principles as they exist at the date of application there.

(c) All references in this instrument to designated “Articles”, “Sections” and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed.

(d) The terms “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(e) All references in this instrument to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

(f) The term “person” shall include any individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization and any government or agency or political subdivision thereof.

## **ARTICLE II SETTLEMENT TERMS**

Section 2.1. Claim Treatment. The City hereby agrees that the total Allowed Claim relating to the Prior UTGO Bonds will be \$388,000,000, allocated as follows:

(a) \$287,560,790 of the Prior UTGO Bonds which mature on or after April 1, 2015 will be restructured and allocated (i) among the Holders of the Prior UTGO Bonds which mature on or after April 1, 2015 on a Pro Rata basis, as set forth on

Schedule 1a annexed hereto (the “**Holders Restructured UTGO Bonds**”) and (ii) the Bond Insurers and Syncora, as set forth on Schedule 1b (the “**Insurer Owned Restructured UTGO Bonds**”) and, together with the Holders Restructured UTGO Bonds, the “**Restructured UTGO Bonds**”), and the Restructured UTGO Bonds will be restructured by delivery of the Municipal Obligation to the MFA and the delivery by the MFA of the MFA Bonds as described in Section 2.2 below, which, as restructured through the MFA, will be a full faith and credit general obligation payable from all legally available resources and secured, to the extent permitted by law, including Section 12(1)(x) of Act 436, by a lien upon the UTGO Bond Tax Levy, and payable and further secured by a lien on Distributable State Aid as provided in Section 2.3(a)(iii); and

(b) The remainder of the Prior UTGO Bonds (the “**Stub UTGO Bonds**”) which mature on or after April 1, 2015, in the principal amount of \$43,349,210, will be reinstated and remain outstanding, and will be payable from the UTGO Bond Tax Levy, subject to the following terms and conditions:

(i) The Holders’ rights to the proceeds of the UTGO Bond Tax Levy in an amount equal to the principal and interest payable on the Stub UTGO Bonds (but subject to the prior rights of the holders of the Municipal Obligation) will be assigned under and pursuant to the Plan (without any consent or action on the part of, or additional consideration payable to, the Bond Insurers or the Holders) to a designee or designees of the City (the “**Assigned UTGO Bond Tax Proceeds**”), and such proceeds will not be paid to the paying agent for the UTGO Bonds.

(ii) The obligations of the Bond Insurers to the Holders of the Prior UTGO Bonds that are not Holders Restructured UTGO Bonds under the existing applicable Bond Insurance Policies shall be unchanged.

(c) The Bond Insurers shall be granted Allowed Claims for all amounts actually paid by the Bond Insurers to Holders of the Prior UTGO Bonds together with any policy advances made from and after the Effective Date by the Bond Insurers in respect of the Stub UTGO Bonds pursuant to this Agreement up to an aggregate amount of \$100.5 million (the “**Bond Insurer Claims**”), which Allowed Claims shall receive distributions only when and if the Most Favored Nations clause set forth in Section 2.11 becomes operative and only pursuant to the terms of such Most Favored Nations clause.

## Section 2.2. Restructuring of Restructured UTGO Bonds by Delivery of Municipal Obligation to MFA and Delivery of MFA Bonds.

(a) On or before the Effective Date (i), the Restructured UTGO Bonds will be restructured as follows: By execution of the Emergency Manager Order the City will authorize the issuance and delivery of a local government municipal obligation (the “**Municipal Obligation**”) to the Michigan Finance Authority (“**MFA**”), in accordance with applicable law, (ii) the City will request the MFA to issue its Local Government Loan Program Revenue Bonds, Series 2014 (City of Detroit Unlimited Tax General Obligation Restructured Local Project Bonds) (the “**MFA Bonds**”), and (iii) the

MFA Bonds shall be distributed Pro Rata to the Holders of the Holders Restructured UTGO Bonds as set forth on Schedule 1a annexed hereto and among the Bond Insurers and Syncora as set forth on Schedule 1b annexed hereto. The Municipal Obligation and the MFA Bonds will have the same principal amount (rounded down for each denomination to the nearest whole dollar), interest rate, payment dates, amortization schedule, prepayment terms (including first call date) and other financial terms (other than the pledge of Distributable State Aid and the priority of payment from the UTGO Bond Tax Levy relative to the Stub UTGO Bonds) as the Restructured UTGO Bonds (the "**Financial Terms**"). The MFA Bonds will be limited obligations of the MFA, payable from and secured by (i) payments made by the City on the Municipal Obligation and all right, title and interest in and to the Municipal Obligation, which shall include, to the extent permitted by applicable law, including without limitation Section 12(1)(x) of Act 436, a lien on the portion of the UTGO Bond Tax Levy allocable to the Municipal Obligation, pledged by the City to secure the Municipal Obligation as required by Section 2.3(a), and (ii) a lien, made a statutory lien as provided by the Shared Credit Rating Act, on moneys in the funds and accounts established for the MFA Bonds under the authorizing resolution for such bonds, including payments pledged by the City and received and held by the MFA or its trustee for the MFA Bonds, which include, without limitation, all payments of (x) the proceeds of the UTGO Bond Tax Levy and (y) Distributable State Aid deposited as described in Sections 2.4 and 2.5.

(b) All documents relating to the Municipal Obligation and the MFA Bonds will be in form and substance reasonably satisfactory to the Bond Insurers. Such documentation will include that the Master Indenture will not be amended in any manner which adversely affects the MFA Bonds or the rights of the Bond Insurers. Each Bond Insurer will insure the Series of MFA Bonds relating to the Holders Restructured UTGO Bonds originally insured by such Bond Insurer set forth on Schedule 1a attached hereto by either (i) issuing a new bond insurance policy (and to the extent applicable canceling the existing policy), (ii) endorsing its existing Bond Insurance Policy or (iii) amending its existing Bond Insurance Policy.

(c) Each of the MFA Bonds will be freely transferable through the DTC System under a unique CUSIP identification number that is separate and distinct from the CUSIP identification number for the Stub UTGO Bonds or, if the DTC System is discontinued with respect to the MFA Bonds, in such other manner as is permitted in accordance with their terms.

(d) The paying agent for the Prior UTGO Bonds shall issue new certificates representing the Stub UTGO Bonds to the Holders in principal amounts representing the balance of each Holder's Prior UTGO Bonds not restructured through the delivery of the MFA Bonds.

Section 2.3. The Municipal Obligation and Distributable State Aid.  
The City agrees, with the cooperation of the MFA, to restructure the Restructured UTGO Bonds as the Municipal Obligation as of the Effective Date. The City covenants and agrees that:

(a) The Municipal Obligation:

(i) will be approved pursuant to the Emergency Manager Order and in accordance with all applicable laws;

(ii) will be payable from the unlimited tax full faith, credit and resources of the City and the UTGO Bond Tax Levy and secured, to the extent permitted by law, including without limitation Section 12(1)(x) of Act 436, by a lien granted by the City on the UTGO Bond Tax Levy pursuant to the Emergency Manager Order, the grant of which will be confirmed by the Bankruptcy Court in the Plan Confirmation Order (or, if applicable, the Approval Order);

(iii) also will be secured by and payable from a portion of the City's Distributable State Aid, subject to a statutory lien and trust as provided in section 15(2) of the Shared Credit Rating Act;

(iv) will have the same rights (other than priority) in and to the Distributable State Aid, and have the same protections (including, without limitation, a statutory lien to the same extent the 2010 Series A Bonds are secured by a statutory lien), as the 2010 Series A Bonds, except that the City's Deposit Date Balance Requirement (as defined in Section 2.5) with respect to the Municipal Obligation shall be as described in paragraph 2.5(e) below;

(v) will have the identical Financial Terms as the Restructured UTGO Bonds; and

(vi) will be pledged by the MFA to the bond trustee for the holders of the MFA Bonds pursuant to a resolution of the MFA authorizing the issuance of the MFA Bonds.

(b) The UTGO Bond Tax Levy shall be escrowed and used to pay the Municipal Obligation prior to the use of Distributable State Aid in the same manner as provided for the 2010 Series A Bonds, as described herein.

(c) Distributable State Aid will be pledged by the City and secured by a lien under the Master Indenture to be used for the purpose of paying principal of and interest on the Municipal Obligation and any additional bonds or other future obligations issued by the City and secured by Distributable State Aid.

(d) The lien on Distributable State Aid for the Municipal Obligation will be a fourth priority lien, subordinate, as of the MFA Bonds issuance date, only to the following:

(i) the first priority lien on Distributable State Aid for the City's \$249,790,000 Distributable State Aid General Obligation Limited Tax Bonds, Series 2010 (the "**2010 Senior Bonds**");

(ii) the second priority lien on Distributable State Aid for the City's 2010 Series A Bonds, which lien in favor of the 2010 Series A Bonds is subordinate to the lien in favor of the 2010 Senior Bonds; and

(iii) the third priority lien on Distributable State Aid for the City's third-lien limited tax general obligations bonds (the "**Third Lien Bonds**") securing the MFA's \$129,520,000 Local Government Loan Program Revenue Bonds, Series 2012C (City of Detroit Limited Tax General Obligation Local Project Bonds Third Lien), which lien in favor of the Third Lien Bonds is subordinate to the lien in favor of the 2010 Series A Bonds.

(e) The Emergency Manager shall issue the Emergency Manager Order in substantially the form attached hereto as Exhibit B.

Section 2.4. Escrow and Application of Aggregate UTGO Tax Levy.

(a) The City agrees that, pursuant to documentation in form and substance satisfactory to the Parties, proceeds of the Aggregate UTGO Tax Levy collected by the City will be segregated and transmitted no less often than as provided in the schedule of Statutory Tax Collection Distribution Dates published by the Bureau of Local Government Services of the Michigan Department of Treasury, and in any event, no less often than (x) bi-monthly during the period beginning each July 1 and ending the following March 31, and (y) monthly during the period beginning April 1 and ending the following June 30 of each year, to U.S. Bank National Association as escrow trustee (the "**Debt Millage Escrow Trustee**"), to be held and distributed pursuant to the terms and conditions of the Debt Millage Escrow Agreement. The Debt Millage Escrow Trustee shall be required to allocate the revenue pro rata, as required by the Debt Millage Escrow Agreement, among the outstanding UTGO Bonds, the 2010 Series A Bonds, and any Additional Bonds.

(b) Proceeds of the Aggregate UTGO Tax Levy allocated to the UTGO Bonds will be transferred promptly by the Debt Millage Escrow Trustee (i) first, for deposit to the Tax Levy Account held by the Master Trustee for the Municipal Obligation in an amount sufficient, together with funds already on deposit therein to pay debt service due on the Municipal Obligation on or before the April 1 following such deposit, together with any past due debt service on the Municipal Obligation, and (ii) second, to the assignee of the rights to payment from the Assigned UTGO Bond Tax Levy of amounts payable on the Stub UTGO Bonds on or before the April 1 following such deposit, an amount equal to the scheduled debt service on the Stub UTGO Bonds. Proceeds of the Aggregate UTGO Bond Tax Levy transferred to the Master Trustee for the purpose of paying debt service on the Municipal Obligation will be held in trust under applicable State law.

(c) Neither the Holders of the MFA Bonds nor the Bond Insurers will seek payment from the proceeds of the UTGO Bond Tax Levy in excess of the amounts necessary to pay the Municipal Obligation scheduled annual debt service

plus any amount necessary to pay past due Municipal Obligation debt service plus any amounts required by Section 2.14(b).

Section 2.5. Distributable State Aid and Flow of Funds.

(a) Pursuant to the Agreement to Deposit Distributable State Aid, the State Treasurer has agreed to deliver 100% of the Distributable State Aid due the City to the Master Trustee for deposit under the Master Indenture for as long as the Municipal Obligation is outstanding. Payments by the State Treasurer of Distributable State Aid will be deposited directly into the funds and accounts held by the Master Trustee in accordance with and as provided by the Agreement to Deposit Distributable State Aid and the Master Indenture. Distributable State Aid payments made to the Master Trustee for the purpose of paying debt service on the Municipal Obligation will be held in trust and subject to a statutory lien under applicable State law.

(b) The Master Trustee will be required to deposit all of the City's Distributable State Aid in the Debt Retirement Fund established under the Master Indenture and allocate and set aside Distributable State Aid into the various Distributable Aid Escrow Funds as provided in the Master Indenture, including, without limitation, the Series 2014 DSA Escrow Fund defined in Section 2.5(d) below (the "**DSA Escrow Funds**") created pursuant to one or more supplemental indentures to the Master Indenture for the purpose of accumulating Distributable State Aid in amounts required by such supplemental indentures to be deposited in the DSA Escrow Funds by the dates specified in such supplemental indentures to pay debt service on the bonds and obligations of the City secured by a pledge of Distributable State Aid.

(c) On each date that the State Treasurer deposits a payment of the City's Distributable State Aid (each a "**DSA Deposit**") with the Master Trustee (each a "**DSA Deposit Date**"), the Master Trustee shall set-aside such amounts as shall be sufficient to fund the minimum balances required to be on deposit in each DSA Escrow Fund to pay the then current annual principal and interest requirements on the related obligation as provided in the Master Indenture (each, a "**Deposit Date Balance Requirement**") and collectively the "**Deposit Date Balance Requirements**"). Any amounts remaining in the Debt Retirement Fund after the setting aside of the amounts necessary to satisfy the Deposit Date Balance Requirements of all DSA Escrow Funds, shall be released to the City for deposit to the General Fund of the City.

(d) On or before the Effective Date, the City pursuant to a supplemental indenture to the Master Indenture shall establish with the Master Trustee a Series 2014 DSA Escrow Fund (the "**Series 2014 DSA Escrow Fund**") for the purpose of accumulating Distributable State Aid in sufficient amounts to pay debt service on the Municipal Obligation. Moneys on deposit in the Series 2014 DSA Escrow Fund shall be held and withdrawn by the Master Trustee solely for the purpose of paying to the bond trustee for the holders of the MFA Bonds (as assignee of the MFA) the principal of and interest on the Municipal Obligation when due and payable, which payments will be used to make corresponding payments of principal and interest on the MFA Bonds. Within the

Series 2014 DSA Escrow Fund there shall be created three separate and segregated sub-accounts designated the “Distributable Aid Account,” the “Tax Levy Account,” and the “General Account.” Proceeds of the Aggregate UTGO Tax Levy allocated to the Municipal Obligation and transferred to the Master Trustee by the Escrow Agent pursuant to Section 2.4(b)(i) shall be deposited to the Tax Levy Account and used as described in subsection (f) below. That portion of Distributable State Aid necessary to pay the principal of and interest on the Municipal Obligation when due, shall be set aside and maintained in the Distributable Aid Account and used as described in subsection (e) below. All other moneys deposited to the Series 2014 DSA Escrow Fund from time to time by the City shall be set aside and maintained in the General Account and used as described in subsection (f) below.

(e) To the extent the Master Trustee does not have on deposit in the Tax Levy Account the required portions of principal and interest due on the next October 1 or April 1 on the first day of each month set forth below (the “**Deposit Date Balance Requirement for the Municipal Obligation**”), the Master Indenture will provide for the deposit of all, or such lesser amount as is necessary to correct the deficiency in the Deposit Date Balance Requirement for the Municipal Obligation, of that month’s distribution of Distributable State Aid into the Distributable State Aid Account of the Series 2014 DSA Escrow Fund (after all deposits to DSA Escrow Funds established to pay debt service on obligations of the City having priority over the Municipal Obligation) . The Deposit Date Balance Requirement for the Municipal Obligation will be as follows:

#### DEPOSIT DATE BALANCE REQUIREMENT

MONTH OF DSA PAYMENT	PORTION OF NEXT MUNICIPAL OBLIGATION INTEREST PAYMENT	PORTION OF NEXT MUNICIPAL OBLIGATION PRINCIPAL PAYMENT
November	1/3	4/6
January	2/3	5/6
March	100%	100%
September	100%	3/6

(f) Amounts on deposit in the Series 2014 DSA Escrow Fund shall be withdrawn from the DSA Escrow Fund for the purpose of paying debt service on the Municipal Obligation when due to the bond trustee for the holders of the MFA Bonds (as assignee of the MFA), which payments will be used to make corresponding payments of principal and interest on the MFA Bonds. Amounts shall be debited first from the Tax Levy Account in an amount necessary to pay the principal of and interest on the

Municipal Obligation on the corresponding payment date, and thereafter, if the amount on deposit in the Tax Levy Account is not sufficient to make the payments required, the amount necessary to satisfy the deficiency shall be debited, first, from the Distributable Aid Account, and second, from the General Account.

Section 2.6. Additional Indebtedness. From and after the date of this Agreement and, pursuant to documentation in form and substance satisfactory to the Parties, until the MFA Bonds have been paid in full:

(a) the City shall not incur, or permit to be outstanding, debt secured by a lien on the Distributable State Aid that is senior to the lien securing the Municipal Obligation, other than debt secured by a lien on the Distributable State Aid on the date of this Agreement ("Existing DSA Debt") and additional debt ("Additional DSA Debt") secured on a second or third lien level so that the aggregate principal amount of (x) Existing DSA Debt (as of the effective date of this Agreement – i.e., \$479,310,000) plus (y) the Additional DSA Debt thereafter issued will not exceed \$560,000,000, provided that, with respect to any Additional Debt the existing financial covenants in the Master Indenture restricting the issuance of additional bonds under the Master Indenture are satisfied.

(b) Notwithstanding clause (a), the City may issue first, second or third lien refunding bonds secured pursuant to the Master Indenture so long as any such refunding issuance results in debt service savings by the City in each year that such refunding bonds will be outstanding (based upon the amortization schedule in effect prior to the time of such refunding) or, if the last maturity of the MFA Bonds is prior to final maturity of the refunding bonds then to be issued, then in each year during which the MFA Bonds are outstanding.

(c) The City shall not incur debt secured by a lien on the Distributable State Aid that is pari passu with the lien securing the Municipal Obligation.

(d) The City may incur debt secured by a lien on the Distributable State Aid that is junior and subordinate to the lien securing the Municipal Obligation.

Section 2.7. Levy and Collection of the Ad Valorem Debt Millage.

The Settlement-Related Documents will provide that:

(a) The City shall impose in each year a separate debt millage levy reasonably projected to be in an amount necessary to pay the debt service coming due on all unlimited tax general obligation bonds (including both the Municipal Obligation and the Stub UTGO Bonds) before the next annual tax levy, including any past due amounts, plus any amounts necessary to reimburse the City for other City funds used to pay prior debt service, less any millage proceeds or other funds already on deposit with the Debt Millage Escrow Trustee which are available to pay the debt service next

coming due. The City shall comply with applicable law in levying and collecting ad valorem millage levied to pay all unlimited tax general obligation bonds.

(b) The City shall certify annually not later than June 30 in each year that it has imposed the debt millage levy as required by and in accordance with Section 2.7(a). Such annual certification shall be in the form attached hereto as Exhibit C and shall be promptly provided to the Bond Insurers.

(c) The City shall furnish to the Bond Insurers promptly upon request such information reasonably requested by the Bond Insurers to confirm the imposition of the debt millage levy and to monitor collections. The Bond Insurers shall have the right to discuss such information with the City, and the City will use reasonable efforts to explain the collection process to the Bond Insurers, including the allocation methods used for partial property tax payments.

#### Section 2.8. Plan Effectiveness and Escrowing of Payments.

(a) If the Effective Date of the Plan does not occur on or prior to September 30, 2014 for any reason other than proximately by reason of the actions or positions taken by any of the executing Bond Insurers, or their failure to support the Plan as provided in Section 3.1 below, solely in their capacity as the insurers of the Prior UTGO Bonds and not in any other capacity (including, for the avoidance of doubt in their capacity as insurers of any other obligations of the City), the City will pay into an escrow to be established with the current paying agent for the Prior UTGO Bonds the pro rata portion of the October 2014 scheduled interest debt service payment and any pro rata payments of principal and interest due thereafter, which would otherwise be paid on the Restructured UTGO Bonds, as if the transaction contemplated by this Agreement (other than the MFA Bond issuance) had closed. Specifically, and for clarification of the City's obligation under this paragraph, the City will pay into escrow the pro rata portion of scheduled debt service payments on the \$287.56 million of Restructured UTGO Bonds due after September 30, 2014 through the Effective Date of the Plan, on the same terms and schedule as set forth in the current documents governing the Prior UTGO Bonds, which, subject to Section 2.8(b) below, such escrowed funds shall be released to the Bond Insurers on the Effective Date of the Plan. Such escrow shall be pursuant to the Settlement Escrow Agreement ("Settlement Escrow Agreement") in the form of Exhibit D attached hereto, which will be executed and delivered on the date of the execution and delivery of this Agreement.

(b) If the Plan is not effective by March 31, 2015, and the Bankruptcy Court has issued an Approval Order (that is not stayed pending appeal) approving the settlement embodied in this Agreement, then on [March 31, 2015] the monies in such escrow will be released to the Bond Insurers, and the City will make all subsequent debt service payments, including the payment due on April 1, 2015, directly to the paying agent for the Prior UTGO Bonds as if the Restructured UTGO Bonds transaction (other than the MFA Bond issuance) had closed. If an Approval Order is entered but is subject to a stay pending appeal, the City shall continue to pay into escrow

the scheduled debt service on the Prior UTGO Bonds for so long as such stay remains in effect, and shall release all monies in the escrow accounts as soon as such order is no longer subject to stay.

(c) If the Plan is not effective by September 30, 2014, then within fifteen (15) days of a request by the Bond Insurers, the City shall file an Approval Motion pursuant to Bankruptcy Rule 9019 with the Bankruptcy Court. The City and the Bond Insurers may mutually make an Approval Motion pursuant to Bankruptcy Rule 9019 at any time upon mutual agreement of the City and the Bond Insurers.

Section 2.9. Confirmation Order and Findings. The Plan Confirmation Order shall include provisions substantially in the form of Exhibit E. Any material modification to such provisions shall be reasonably satisfactory to the Parties.

Section 2.10. Conditions to Plan Effectiveness. The Plan shall provide that the effectiveness of the Plan is subject to the following conditions:

(a) The Michigan Finance Authority board shall have approved the issuance of the MFA Bonds and such bonds shall have been issued; and

(b) The City shall have obtained all governmental and Emergency Manager consents and approvals required to carry out the terms of this Agreement.

Section 2.11. Most Favored Nation. In recognition of the unique features of the UTGO Bonds and in consideration of the settlement, the City agrees that the Bond Insurers will benefit from a “most favored nation” provision consisting of the two fundamental protections below and that such provision will be described in the Plan. Further, the City agrees that, if a class of Impaired Financial Creditors receives treatment other than the current treatment in the *Fourth Amended Plan for the Adjustment of Debts of the City of Detroit (May 5, 2014)* [Docket No. 4392], such class’ treatment in the Plan will include the existence of this “most favored nation” provision.

(a) Recovery Percentage Projected as of Confirmation Date. Under no circumstances shall the terms of the Plan permit either of the Limited Tax General Obligation Claims or the COP Claims (each as defined in the Plan and collectively, the “**Impaired Financial Creditors**”) to recover more on a percentage basis than the UTGO Claims as projected at Plan confirmation. In determining whether a Class of Impaired Financial Creditors will recover more on a percentage basis than the UTGO Claims as projected at Plan confirmation, the recovery percentage for each of the Impaired Financial Creditors’ Claims will be the sum of:

(i) the percentage that any cash payments and the principal amount of any “hard pay” instrument, combination of instruments or any other evidences of indebtedness or payment obligations of any kind (collectively, the “**Hard Pay Instruments**”) provided to such Impaired Financial Creditor Class under the Plan is

of the aggregate amount of all the Allowed Claims in such Impaired Financial Creditor Class; and

(ii) the percentage that the reasonably anticipated recovery (as reasonably determined by the City as of Plan confirmation and as disclosed to creditors subject to the Bond Insurers' right to contest such determination as part of the confirmation hearing) on account of any "soft pay", contingent, or similar type of instrument, combination of instruments or any other evidences of indebtedness, contracts or settlements creating payment obligations of any kind including, without limitation, payment obligations relating to a sale, lease, privatization, public private partnership or similar arrangement or the value of any assets projected to be distributed or promised revenue streams or recoveries of any kind (collectively, the "**Soft Pay Instruments**" and together with the Hard Pay Instruments, the "**Plan Instruments**") provided to such Impaired Financial Creditor Class under the Plan is of the aggregate amount of all the Allowed Claims in such Impaired Financial Creditor Class.

(b) Actual Recovery Percentage Post-Confirmation. In the event the actual recovery percentage of any Impaired Financial Creditor Class on the aggregate Plan Instruments provided to such Impaired Financial Creditor's Class would result in such Class receiving 69.5% or more of the aggregate amount of all the Allowed Claims in any such Class (the "**Trigger Event**"), then payments that contribute to the Impaired Financial Creditor Class receiving a recovery over 69.5% (the "**Trigger Payments**") shall be made under such Plan Instruments to the Bond Insurers ("**Top-Off Payments**") on account of the Bond Insurer Claims in amounts equal to the following:

(i) the amount of the Trigger Payment, multiplied by

(ii) the quotient of

(A) \$100.5 million, divided by

(B) the sum of (x) 30.5% of the aggregate amount of all the Allowed Claims in the particular Impaired Financial Creditor Class, and (y) \$100.5 million.

For purposes of this sub-section, all actual recoveries for Impaired Financial Creditor Classes shall be determined by discounting the payments using a 5% discount rate back to the date of Plan confirmation. Amounts payable to the Bond Insurers pursuant to the provisions of this Section 2.11 will be allocated to the Bond Insurers as set forth on Schedule 2 attached hereto.

(c) Reporting. The City shall deliver to the Bond Insurers:

(i) promptly after the first payment is made thereunder, a written notice of any payment under any Soft Pay Plan Instrument benefiting any Impaired Financial Creditor Class, including the amount and date of such payment;

(ii) on each January 15 of every year beginning in the year after the first payment is made on any Soft Pay Plan Instrument benefiting any Impaired Financial Creditor Class and until the maturity date of the Soft Pay Instrument, a written report calculating the aggregate recovery percentage of each Impaired Financial Creditor Class;

(iii) after any Impaired Financial Creditor Class achieves a recovery percentage on the aggregate amount of all the Allowed Claims in such class equal to or greater than 60%, on each January 15 and July 15, a written report calculating the aggregate recovery percentage of each Impaired Financial Creditor Class;

(iv) after a Trigger Event occurs, a written report on each date that a payment is made under any Plan Instruments held by or benefiting an Impaired Financial Creditor Class that explains the calculation for the Trigger Payment and the Top-Off Payment and demonstrates compliance with the terms of this Agreement; and

(v) written notice in the event any Impaired Financial Creditor challenges or disagrees in any manner with the determination of any payments related to a Trigger Payment.

The City official executing any written notice or written report described above will respond within a reasonable time to written inquiries from any Bond Insurer regarding such notice or report. In the event any Bond Insurer or Insurers make a written request to meet with such City official, such City Official will meet within a reasonable time period with such Bond Insurer or Insurers to answer their reasonable questions regarding any such notice or report.

(d) Dispute Resolution. In the event any of the Bond Insurers provides a written notice to the City articulating disagreement with the City's determination of whether a Trigger Event has occurred or with the amount of shared payments after a Trigger Event pursuant to subsection 2.11(c)(iv), the City will notify all Bond Insurers and meet with the Bond Insurers within 15 business days of such written notice. At the meeting the Parties will attempt in good faith to resolve the differences. If the Parties are unable to reach a resolution of the differences the Bond Insurers will have the right to bring an enforcement action in the Bankruptcy Court.

#### Section 2.12. Legal Opinions.

Bond counsel will provide at closing customary legal opinions relating to the validity, priority and enforceability of any MFA transaction in form and substance reasonably satisfactory to the Bond Insurers; such opinions to include standard bankruptcy opinion exceptions. Bond counsel will also provide a customary opinion in form and substance reasonably satisfactory to the Bond Insurers, on the exemption of interest from Federal and State taxation of the MFA Bonds and the Municipal Obligation.

No opinion will be provided with respect to any aspect of any lien on the UTGO Bond Tax Levy.

Section 2.13. Stay of Litigation, Proofs of Claim.

(a) The Assured/NPFG Action and Ambac Action (the “**UTGO Litigation**”) as it relates to the Prior UTGO Bonds shall be stayed pending the issuance of an Approval Order or Plan Confirmation Order and the occurrence of the Effective Date, whereupon the Parties shall ask the Bankruptcy Court to dismiss the UTGO Litigation without prejudice until the Approval Order or the Plan Confirmation Order, as applicable, is a Final Order, when such dismissal shall be deemed to be with prejudice.

(b) As soon as practicable subsequent to the execution and delivery of this Agreement by each of the Parties, but in no event later than five (5) business days subsequent thereto, the Parties shall take any and all action as is appropriate to (i) stay the UTGO Litigation as provided in subsection (a) above, (ii) maintain the status quo of the Parties in the UTGO Litigation as of the execution of this Agreement, and (iii) ensure that no action (including separate litigation and any objection to proofs of claim filed by the Bond Insurers relating to the Prior UTGO Bonds) is undertaken or commenced inconsistent with seeking a stay of and maintaining the status quo of the UTGO Litigation; provided, however, that any such stay shall terminate on the first (1st) business day following termination of this Agreement.

(c) In the event (i) an Approval Motion is made by the City and denied by the Bankruptcy Court, (ii) an Approval Order is issued but is not consistent with this Agreement in any material respect or is overturned on appeal, (iii) a Plan consistent with this Agreement in all material respects is not confirmed by the Bankruptcy Court other than changes regarding payments relating to the Stub UTGO Bonds, or (iv) a Plan Confirmation Order is entered by the Bankruptcy Court but is not consistent in all material respects with this Agreement, or is overturned on appeal, then any Party (including one or more of the Bond Insurers as to such Bond Insurer or Bond Insurers) may resume the UTGO Litigation and terminate this Agreement as to such Party by written notice to the Parties.

(d) The Bond Insurers agree that all proofs of claims filed by any of them with respect to Prior UTGO Bonds shall be deemed resolved and fully satisfied by approval of this Agreement in the Plan Confirmation Order, which is a Final Order or an Approval Order, which is a Final Order, as applicable.

Section 2.14. Additional Covenants

(a) City Will Not Contest. The City shall not contest the validity or enforceability of any of the liens or interests granted under this Agreement or any of the obligations of the City set forth in this Agreement.

(b) Paying Agent, Master Trustee and Escrow Agent Fees.

The City shall pay the reasonable and customary fees and expenses (including reasonable attorneys' fees) of (i) the paying agent with respect to the Prior UTGO Bonds (including the paying agent relating to the Prior UTGO Bonds that are not Holders Restructured UTGO Bonds) and (ii) of the paying agent, the Master Trustee, the Debt Millage Escrow Trustee and the escrow agent identified in the Settlement Escrow Agreement in respect of all transactions contemplated by this Agreement.

(c) Further Action. To the extent that the City has not taken all necessary action to authorize the execution, delivery and performance of this Agreement, it will do so.

### **ARTICLE III PLAN OF ADJUSTMENT AND PLAN SUPPORT**

Section 3.1. Plan Support Commitment. From and after the date hereof, and so long as the City has complied, and is complying, with its covenants and obligations under this Agreement, the Bond Insurers will each support the treatment of the Prior UTGO Bonds in the Plan by, at a hearing or in a court filing, expressing such support solely as insurers of the Prior UTGO Bonds and, if each Bond Insurer has established its right to vote, will each vote Prior UTGO Bonds and reimbursement claims in support of such Plan treatment. The Plan shall provide that such treatment, consistent with this Agreement, is the treatment for all holders of the Prior UTGO Bonds. For the absence of doubt, nothing contained in this Agreement shall require any Bond Insurer to support or vote for the treatment of any class of claims under the Plan other than the UTGO Bonds.

Section 3.2. Solicitation Required in Connection with Plan. Notwithstanding anything contained in this Article III or elsewhere in this Agreement to the contrary, this Agreement is not, and shall not be deemed to be, a solicitation of acceptances of the Plan. The City and the Bond Insurers acknowledge and agree that the acceptance of the Plan will not be solicited until the Bankruptcy Court has approved the Disclosure Statement and related ballots, and such Disclosure Statement and ballots have been transmitted to parties entitled to receive same.

Section 3.3. Plan Document Provisions. All Plan Documents, as they relate to the settlement embodied in this Agreement must (i) be in form and substance reasonably satisfactory to the Bond Insurers and to the City and be consistent with this Agreement, (ii) provide that the Plan treatment for Prior UTGO Bonds is part of a settlement of the pending UTGO Litigation.

## ARTICLE IV DEFAULTS AND REMEDIES

Section 4.1. Events of Default. The breach by any Party of any material agreement or covenant set forth in this Agreement or the Settlement Escrow Agreement will be an event of default ("Event of Default") under this Agreement.

Section 4.2. Remedies. The Parties acknowledge and agree that a breach of the provisions of this Agreement by any Party would cause irreparable damage to the other Parties and that such other Parties would not have an adequate remedy at law for such damage. Therefore, the obligations of the Parties set forth in this Agreement and the Settlement Escrow Agreement shall be enforceable by an order compelling specific performance issued by the Bankruptcy Court, and appropriate injunctive relief may be applied for and granted in connection therewith. Upon an Event of Default by the City, any Bond Insurer will have the right to compel immediate payment of amounts held under the Settlement Escrow Agreement by order of the Bankruptcy Court. Such remedies shall be cumulative and not exclusive and shall be in addition to any other remedies that the Parties may have under this Agreement, the Settlement Escrow Agreement or otherwise. Any Bond Insurer may exercise its rights hereunder on its own. Consistent with Section 904 of the Bankruptcy Code, the City hereby consents to the Bankruptcy Court enforcing the terms of this Agreement and the Settlement Escrow Agreement.

Section 4.3. Termination.

(a) This Agreement may be terminated by the mutual agreement of all of the Bond Insurers upon an Event of Default caused by the City. This Agreement may be terminated by less than all of the Bond Insurers as to such Bond Insurer or Bond Insurers upon an Event of Default caused by the City if (i) an action or proceeding seeking to enforce the material agreement or covenant purported to be breached is brought by one or more Bond Insurers before the Bankruptcy Court, (ii) the Bankruptcy Court, after notice and a hearing, finds that an Event of Default caused by the City has occurred and (iii) either (A) the Bankruptcy Court declines to issue an order compelling specific performance by the City of the applicable agreement or covenant purported to be breached or (B) the Bankruptcy Court issues such an order compelling specific performance but the City fails to comply with the order.

(b) This Agreement may be terminated by the City if any of the Bond Insurers fails to (i) support the Plan with respect to Class 8 – UTGO Claims or (ii) if it has the right to vote its Class 8 Claims as determined by the voting procedures process approved by the Bankruptcy Court in an order entered on March 11, 2014 (Docket No. 2984) (as such order may have been amended from time to time), vote its Class 8 Claims to accept the Plan. This Agreement may be terminated by the City upon an Event of Default caused by the Bond Insurers, or any of them, if (i) an action or proceeding seeking to enforce the material agreement or covenant purported to be breached is brought by the City before the Bankruptcy Court, (ii) the Bankruptcy Court finds, after

notice and a hearing, that an Event of Default caused by the applicable Bond Insurer has occurred and (iii) either (A) the Bankruptcy Court declines to issue an order compelling specific performance by the applicable Bond Insurer of the applicable agreement or covenant purported to be breached or (B) the Bankruptcy Court issues such an order compelling specific performance but the applicable Bond Insurer fails to comply with the order.

(c) Upon any such termination, any Party (including one or more of the Bonds Insurers as to such Bond Insurer or Bond Insurers) may resume the UTGO Litigation unless it has been previously dismissed with prejudice or has been previously deemed dismissed with prejudice.

## **ARTICLE V REPRESENTATIONS AND WARRANTIES**

Section 5.1. Representations and Warranties of the City. The City represents and warrants to the Bond Insurers that:

- (a) It is a municipal corporation of the State of Michigan.
- (b) It has the power to execute and deliver this Agreement and to perform its obligations hereunder and it has taken or will take all necessary action to authorize such execution, delivery and performance.
- (c) Such execution, delivery and performance do not violate or conflict with any law applicable to it, any order or judgment of any court or other agency of government applicable to it, or any material agreements specifically applicable to it or any of its assets.
- (d) Other than (i) approvals by the MFA, the State Treasurer, the execution of the Emergency Manager Order, and the approvals required by Section 19 of Act 436 to be obtained prior to delivery of the Municipal Obligation, all of which the City reasonably expects to be obtained prior to the Effective Date, and (ii) the approval of the Bankruptcy Court, all governmental and Emergency Manager consents and approvals that are required to have been obtained by it as of the date of execution of this Agreement with respect to the execution, delivery and performance of this Agreement have been obtained and are in full force and effect and all conditions of any such consents and approvals have been complied with.

Section 5.2. Representations and Warranties of the Bond Insurers. Each of the Bond Insurers represents to the City that:

- (a) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation.

(b) It has the power to execute and deliver this Agreement and to perform its obligations under this Agreement and it has taken all necessary corporate action to authorize such execution, delivery and performance.

(c) Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it, or any agreements specifically applicable to it or any of its assets.

(d) All corporate or governmental consents and approvals that are required to have been obtained by it with respect to this Agreement have been obtained and are in full force and effect and all conditions of any such consents and approvals have been complied with.

(e) Each of the respective Bond Insurers had and has standing to bring and resolve the UTGO Litigation related to the Prior UTGO Bonds that it insures (Assured and NPPFG represent that each had and has standing to bring and resolve the Assured/NPPFG Action, and Ambac represents that it had and has standing to bring and resolve the Ambac Action).

Section 5.3. Mutual Representations and Warranties. Unless otherwise noted, each Party makes the following representations, warranties and covenants (on a several basis, with respect to such Party only) to each of the other Parties:

(a) Each person signing this Agreement warrants that he or she is legally competent and authorized to execute this Agreement on behalf of the Party whose name is subscribed at or above such person's signature.

(b) The Parties have not made any statement or representation to each other regarding any facts relied upon by them in entering into this Agreement, and each of them specifically does not rely upon any statement, representation or promise of the other Parties hereto or any other person in entering into this Agreement, except as expressly stated herein or in the exhibits hereto. Each party has relied upon its own investigation and analysis of the facts and not on any statement or representation made by any other party in choosing to enter into this Agreement and the transactions contemplated herein.

(c) The Parties and their respective attorneys have made such investigation of the facts pertaining to this Agreement and all of the matters pertaining thereto as they deem necessary.

## **ARTICLE VI EXCULPATION**

Section 6.1. Exculpation. The Plan will include the Bond Insurer Exculpated Parties as exculpated parties for acts and omissions (other than those

constituting gross negligence or willful misconduct) in connection with (i) the Plan as it relates to this Agreement and (ii) this Agreement.

Section 6.2. Releases. Upon the dismissal with prejudice or deemed dismissal with prejudice of the applicable UTGO Litigation, the Parties to the applicable UTGO Litigation shall be deemed to have released each other, and the Parties' officials, officers, directors, employees and representatives, of and from any and all claims and causes of action related to the applicable UTGO Litigation and the Prior UTGO Bonds.

Section 6.3. Defense Against Challenges. (a) Subject to the terms of Section 6.3(b) below, if, after the issuance of the Plan Confirmation Order or the Approval Order, the validity or enforceability of any term or provision of this Agreement or the Settlement-Related Documents (as they relate to the settlement set forth in this Agreement) is challenged in any action, suit or proceeding, each of the named Parties in such action, suit or proceeding shall assume its own defense of such action, suit or proceeding.

(b) If, after the issuance of the Plan Confirmation Order or the Approval Order, an action, suit or proceeding is brought, an issue in which is the validity or enforceability of the Stub UTGO Bonds, including, without limitation, a challenge to the Assigned UTGO Bond Tax Proceeds (a "**Stub UTGO Challenge**"), the City shall assume the defense of such issue in any such action, suit or proceeding. If any of the Bond Insurers are named as a party in a Stub UTGO Challenge, the City will appoint counsel to the named Bond Insurers, which may or may not be counsel to the City. In all events, such counsel must be reasonably acceptable to the named Bond Insurers, and the City will pay the reasonable costs of such counsel.

## ARTICLE VII DISMISSAL OF CASE AND TERMINATION

Section 7.1. Effect of Dismissal of the Bankruptcy Case. In the event the Bankruptcy Case is dismissed, any Party may at any time within 60 days after such dismissal immediately terminate this Agreement by written notice to the other Parties.

Section 7.2. Effect of Termination. In the event of the termination of this Agreement by any Party pursuant to any provisions of this Agreement, this Agreement shall become null and void and be deemed of no force and effect, with no liability on the part of any Party hereto (or of any of its elected or appointed officials, directors, officers, employees, consultants, contractors, agents, legal and financial advisors or other representatives) arising from such termination, and no Party shall have any obligations to any other Party arising out of this Agreement. Upon termination, neither this Agreement nor any terms or provisions set forth herein shall be admissible in any dispute, litigation, proceeding or controversy among the Parties and nothing contained herein shall constitute or be deemed to be an admission by any Party as to any matter, it being understood that the statements and resolutions reached herein were as a result of negotiations and compromises of the respective positions of the Parties. If this

Agreement is terminated, then no Party hereto may (i) use this Agreement, any of its terms or any discussions or negotiations conducted in respect of this Agreement, or any part of the foregoing, in the UTGO Litigation; (ii) seek discovery with respect to any of the matters described in subsection (i) in the UTGO Litigation; or (iii) seek to admit any of the matters described in subsection (i) into evidence in the UTGO Litigation.

## ARTICLE VIII MISCELLANEOUS

Section 8.1. Amendments. This Agreement may not be modified, amended or supplemented except by a written agreement executed by each Party to be affected by such modification, amendment or supplement.

Section 8.2. No Admission of Liability.

(a) The execution of this Agreement is not intended to be, nor shall it be construed as, an admission or evidence in any pending or subsequent suit, action, proceeding or dispute of any liability, wrongdoing, or obligation whatsoever (including as to the merits of any claim or defense) by any Party to any other Party or any other person with respect to any of the matters addressed in this Agreement.

(b) None of this Agreement (including, without limitation, the recitals and exhibits hereto), the settlement or any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement: (i) is or may be deemed to be or may be used as an admission or evidence of the validity of any claim or of any wrongdoing or liability of any Party; or (ii) is or may be deemed to be or may be used as an admission or evidence of any liability, fault or omission of any Party in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. None of this Agreement, the settlement, or any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement shall be admissible in any proceeding for any purposes, except to enforce the terms of the Agreement, and except that any Party may file this Agreement in any action for any purpose, including, but not limited to, in order to support a defense or counterclaim based on the principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense of counterclaim.

Section 8.3. Good Faith Negotiations. The Parties recognize and acknowledge that each of the Parties hereto is represented by counsel, and such Party received independent legal advice with respect to the advisability of entering into this Agreement. Each of the Parties acknowledges that the negotiations leading up to this Agreement were conducted regularly and at arm's length; this Agreement is made and executed by and of each Party's own free will; that each knows all of the relevant facts and his or its rights in connection therewith, and that he or it has not been improperly influenced or induced to make this settlement as a result of any act or action on the part of any party or employee, agent, attorney or representative of any party to this

Agreement. The Parties further acknowledge that they entered into this Agreement because of their desire to avoid the further expense and inconvenience of litigation and other disputes, and to compromise permanently and settle the claims between the Parties settled by the execution of this Agreement.

Section 8.4. Rights and Remedies. Nothing in this Agreement is intended to augment or impair any rights, remedies and interests, including without limitation, liens, of any of the Parties hereto other than with respect to the Prior UTGO Bonds.

Section 8.5. Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any Person other than the Parties hereto and their respective successors and assigns, any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation thereof; and the covenants, stipulations and agreements contained in this Agreement are and shall be for the sole and exclusive benefit of the Parties hereto and their respective successors and assigns.

Section 8.6. Governing Law; Retention of Jurisdiction; Service of Process. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan, without giving effect to any principles of conflicts of law and applicable federal law. By its execution and delivery of this Agreement, each of the Parties hereby irrevocably and unconditionally agrees for itself that any legal action, suit or proceeding between any or all of the foregoing with respect to any matter under or arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, shall be brought in the Bankruptcy Court for that purpose only, and, by execution and delivery of this Agreement, each hereby irrevocably accepts and submits itself to the jurisdiction of such court, generally and unconditionally, with respect to any such action, suit or proceeding. In the event any such action, suit or proceeding is commenced, the Parties hereby agree and consent that service of process may be made, and personal jurisdiction over any Party hereto in any such action, suit or proceeding may be obtained, by service of a copy of the summons, complaint and other pleadings required to commence such action, suit or proceeding upon the Party at the address of such Party set forth in Section 8.11 hereof, unless another address has been designated by such Party in a notice given to the other Parties in accordance with Section 8.11 hereof. The City agrees that the Bankruptcy Court will have exclusive post-confirmation authority and power to enforce this Agreement and all Settlement-Related Documents and to hear and adjudicate any challenge, action, suit or proceeding brought by any third party challenging the validity or enforceability of any provision of this Agreement, until all UTGO Bonds have been paid in full and all Plan Instruments are no longer outstanding. Pursuant to Section 904 of the Bankruptcy Code, the City hereby consents to the Bankruptcy Court enforcing the terms of this Agreement and the Settlement Escrow Agreement.

Section 8.7. Headings. The headings of the Articles and Sections of this Agreement are inserted for convenience only and are not part of this Agreement and do

not in any way limit or modify the terms or provisions of this Agreement and shall not affect the interpretation hereof.

Section 8.8. Binding Agreement Successors and Assigns; Joint and Several Obligations. This Agreement shall be binding upon the execution and delivery of this Agreement by the Parties listed on the signature pages hereto. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, assigns, administrators, constituents and representatives. The agreements, representations, covenants and obligations of the Parties under this Agreement are several only and not joint in any respect and none shall be responsible for the performance or breach of this Agreement by another.

Section 8.9. Entire Agreement. This Agreement shall constitute the full and entire agreement among the Parties with regard to the subject hereof, and supersedes all prior negotiations, representations, promises or warranties (oral or otherwise) made by any Party with respect to the subject matter hereof. No Party has entered into this Agreement in reliance on any other Party's prior representation, promise or warranty (oral or otherwise) except for those that may be expressly set forth in this Agreement.

Section 8.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original copy of this Agreement and all of which, when taken together, shall constitute one and the same Agreement. Copies of executed counterparts transmitted by telecopy or other electronic transmission service shall be considered original executed counterparts, provided receipt of copies of such counterparts is confirmed.

Section 8.11. Notices. All demands, notices, requests, consents, and other communications hereunder shall be in writing and shall be deemed to have been duly given (a), when personally delivered by courier service or messenger, (b) upon actual receipt (as established by confirmation of receipt or otherwise) during normal business hours, otherwise on the first business day thereafter if transmitted electronically (by e-mail transmission), by facsimile or telecopier, with confirmation of receipt, or (c) three (3) Business Days after being duly deposited in the mail, by certified or registered mail, postage prepaid-return receipt requested, to the following addresses, or such other addresses as may be furnished hereafter by notice in writing, to the following Parties:

If to the City, to:

Chief Financial Officer  
City of Detroit  
1126 Coleman A. Young Municipal Center  
Two Woodward Avenue  
Detroit MI 48226  
Phone: (313) 224-3382  
Fax: (313) 224-2827

with a copy given in like manner to:

Corporation Counsel  
City of Detroit Law Department  
Coleman A. Young Municipal Center  
2 Woodward Avenue  
Detroit MI 48226  
Phone: (313) 237-3018  
Fax: (313) 224-5505

Miller, Canfield, Paddock and Stone, PLC  
150 West Jefferson, Suite 2500  
Detroit, MI 48226  
Attention: Jonathan Green  
Email: green@millercanfield.com  
Attention: Amanda Van Dusen  
Email: vandusen@millercanfield.com

If to the Bond Insurers, to:

Ambac Assurance Corporation  
One State Street Plaza  
New York, New York 10004  
Attention: Surveillance Department and General Counsel's Office  
Fax: (212) 208-3384

with a copy given in like manner to:

Arent Fox LLP  
1675 Broadway  
New York, New York 10019  
Attention: David L. Dubrow, Esq.  
Telecopy: (212) 484-3990  
Email: david.dubrow@arentfox.com

Assured Guaranty Municipal Corp and Assured Guaranty Corp.  
31 West 52<sup>nd</sup> Street  
New York, NY 10019  
Attention: Kevin J. Lyons  
Email: klyons@assuredguaranty.com  
Attention: Terence Workman  
Email: tworkman@assuredguaranty.com

with a copy given in like manner to:

Chadbourne & Parke LLP  
30 Rockefeller Plaza  
New York, NY 10112  
Attention: Lawrence A. Larose  
Fax: (212) 541-5369  
Email: llarose@chadbourne.com  
Attention: Samuel S. Kohn  
Fax: (212) 541-5369  
Email: skohn@chadbourne.com

National Public Finance Guarantee Corporation  
113 King Street  
Armonk, NY 10504  
Attention: Kenneth Epstein and William J. Rizzo  
Telecopy: (914) 765-3259  
Email: kenneth.epstein@optinuityar.com  
Email: bill.rizzo@nationalpfg.com

with a copy given in like manner to:

Sidley Austin LLP  
555 West 5th Street  
40th Floor  
Los Angeles, CA 90013  
Attention: Jeffrey E. Bjork  
Telecopy: (213) 896-6600  
Email: jbjork@sidley.com

Sidley Austin LLP  
555 California Street  
Suite 2000  
San Francisco, CA 94104  
Attention: Eric D. Tashman  
Telecopy: (415) 772-7400  
Email: etashman@sidley.com

Section 8.12. Further Assurances. Each of the Parties hereto agrees to execute and deliver, or to cause to be executed and delivered, all such instruments, and to take all such action as the other Parties may reasonably request in order to effectuate the intent and purposes of, and to carry out the terms of, this Agreement.

Section 8.13. Non-Severability of Agreement. This Agreement is to be construed as a whole, and all provisions of it are to be read and construed together. Notwithstanding anything in this Agreement, the Approval Order (if applicable) or the Plan Confirmation Order to the contrary, and in light of the integrated nature of the settlements and compromises embodied in this Agreement, in the event that (i) a court of

competent jurisdiction enters a Final Order ruling that any of the transactions contemplated in this Agreement are void, invalid, illegal or unenforceable in any material respect, (ii) any of the transactions contemplated by this Agreement are reversed, vacated, overturned, voided or unwound in any material respect, or (iii) the Approval Order or Plan Confirmation Order as it relates to the transactions contemplated in this Agreement is reversed, vacated, overturned or amended in any material respect, then in each case, the entirety of this Agreement (other than this Section 8.13) shall be void ab initio and of no force and effect and, during any subsequent proceeding, the Parties shall not assert claim preclusion, issue preclusion, estoppel or any similar defense in respect of rights and claims of the Parties that were the subject of this Agreement prior to this Agreement being of no force or effect.

(Signature page follows)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth above.

THE CITY OF DETROIT, as Debtor

By: \_\_\_\_\_

Name:

Title:

AMBAC ASSURANCE CORPORATION

By: \_\_\_\_\_

Name:

Title:

ASSURED GUARANTY CORP.

By: \_\_\_\_\_

Name:

Title:

ASSURED GUARANTY MUNICIPAL CORP.

By: \_\_\_\_\_

Name:

Title:

NATIONAL PUBLIC FINANCE GUARANTEE CORPORATION

By: \_\_\_\_\_

Name:

Title:

**Schedule 1**

**(Pro Rata Allowed Claims for Restructured UTGO Bonds and Stub UTGO Bonds)**

# **Schedule 1a - Holders Restructured UTGO Bonds**

<b>Series</b>	<b>Outstanding UTGO Bond Principal</b>	<b>Restructured %</b>	<b>Holders Restructured UTGO Bond Principal</b>
UTGO1999A (Assured)	\$15,765,000	84.50%	\$13,321,425
UTGO2001A1 (National)	74,800,000	84.50%	63,206,000
UTGO2001B (National)	-	-	-
UTGO2002 (National)	6,645,000	84.50%	5,615,025
UTGO2003A (Syncora)	31,675,000	84.50%	26,765,375
UTGO2004A1 (Ambac)	39,270,000	84.50%	33,183,150
UTGO2004B1 (Ambac)	29,365,000	84.50%	24,813,425
UTGO2004B2 (Ambac)	575,000	84.50%	485,875
UTGO2005B (Assured)	42,615,000	84.50%	36,009,675
UTGO2005C (Assured)	15,525,000	84.50%	13,118,625
UTGO2008A (Assured)	55,895,000	84.50%	47,231,275
UTGO2008B1 (Assured)	18,780,000	84.50%	15,869,100
<b>Total</b>	<b>\$330,910,000</b>		<b>\$279,618,950</b>

**Schedule 1b - Insurer Owned Restructured UTGO Bonds**

Series	UTGO Bond Principal	Restructured %	Insurer Owned Restructured UTGO Bond Principal				
			Ambac	Assured	National	Syncora	Total
UTGO1999A (Assured)	\$15,765,000	2.4%	-	378,360	-	-	\$378,360
UTGO2001A1 (National)	74,800,000	2.4%	249,977	1,545,223	-	-	1,795,200
UTGO2001B (National)	-	2.4%	-	-	-	-	-
UTGO2002 (National)	6,645,000	2.4%	22,207	137,273	-	-	159,480
UTGO2003A (Syncora)	31,675,000	2.4%	99,245	613,476	-	47,479	760,200
UTGO2004A1 (Ambac)	39,270,000	2.4%	942,480	-	-	-	942,480
UTGO2004B1 (Ambac)	29,365,000	2.4%	704,760	-	-	-	704,760
UTGO2004B2 (Ambac)	575,000	2.4%	13,800	-	-	-	13,800
UTGO2005B (Assured)	42,615,000	2.4%	-	1,022,760	-	-	1,022,760
UTGO2005C (Assured)	15,525,000	2.4%	-	372,600	-	-	372,600
UTGO2008A (Assured)	55,895,000	2.4%	-	1,341,480	-	-	1,341,480
UTGO2008B1 (Assured)	18,780,000	2.4%	-	450,720	-	-	450,720
Total	\$330,910,000		\$2,032,469	\$5,861,892	\$ -	\$47,479	\$7,941,840

## **Schedule 2**

### **(Pro Rata Payments to Bond Insurers)**

## Schedule 2 - Allocation of Amount Payable to Bond Insurers

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Insurer	Pro Rata Share
Ambac	23.209%
Assured	50.400%
National	26.391%
Total	100.000%

Exhibit A

FORM OF DEBT MILLAGE ESCROW AGREEMENT

**DEBT MILLAGE DEPOSIT ESCROW AGREEMENT  
CITY OF DETROIT, COUNTY OF WAYNE  
STATE OF MICHIGAN**

THIS ESCROW AGREEMENT (the "Agreement") dated as of the \_\_\_\_ day of \_\_\_\_\_, 2014, made by and between the City of Detroit, County of Wayne, State of Michigan (the "City") and U. S. Bank National Association, Detroit, Michigan (the "Escrow Trustee").

**WITNESSETH:**

WHEREAS, on March 1, 2013, the Governor (the "Governor") of the State of Michigan (the "State") determined that a financial emergency existed within the City pursuant to the Local Government Fiscal Responsibility Act, Act 72, Public Acts of Michigan, 1990, as amended ("Act 72"); and

WHEREAS, on March 14, 2013, the Governor confirmed that a financial emergency existed within the City and, pursuant to Act 72, assigned to the Local Emergency Financial Assistance Loan Board established pursuant to the Emergency Municipal Loan Act, Act 243 Public Acts of Michigan, 1980, as amended (the "Board") the responsibility for managing the financial emergency; and

WHEREAS, on March 14, 2013, pursuant to Act 72, the Board appointed Kevyn D. Orr as Emergency Financial Manager for the City; and

WHEREAS, by operation of law the financial emergency continues to exist within the City pursuant to the Local Financial Stability and Choice Act, Act 436, Public Acts of Michigan, 2012 ("Act 436") and the Emergency Financial Manager continues in the capacity of the Emergency Manager for the City (the "Emergency Manager"); and

WHEREAS, on July 18, 2013 (the "Petition Date"), in accordance with Act 436 and the approval of the Governor, the Emergency Manager filed on behalf of the City a petition for relief pursuant to Chapter 9 of title 11 of the United States Code, 11 U.S.C. Sections 101-1532 (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Michigan (the "Bankruptcy Court"); and

WHEREAS, as of the close of Fiscal Year 2013 (*i.e.*, June 30, 2013), the City had \$369.115 million in outstanding principal amount of unlimited tax general obligation bonds, excluding the 2010A UTGO Bonds hereinafter mentioned (the "Prior UTGO Bonds"); and

WHEREAS the City has previously issued and delivered its Distributable State Aid Second Lien Bonds (Unlimited Tax General Obligation) Series 2010A (Taxable Recovery Zone Economic Development Bonds Direct Payment) (the "2010A UTGO Bonds") which, together

with the Prior UTGO Bonds, are outstanding in the amounts, bear interest at the rates, are payable on such dates and have the redemption provisions shown on Exhibit A hereto; and

WHEREAS, more than 90% of the Prior UTGO Bonds are insured by either Ambac Assurance Corporation, Assured Guaranty Municipal Corp. or National Public Finance Guarantee Corporation (each a "Bond Insurer" and collectively, the "Bond Insurers"), as shown on Exhibit A; and

WHEREAS, the City and the Bond Insurers have entered into a settlement agreement entered into as of July \_\_, 2014 (the "UTGO Settlement Agreement"); and

WHEREAS, the City intends to restructure \$287,560,790 of the Prior UTGO Bonds which mature on or after April 1, 2015 (the "Restructured UTGO Bonds") as described below; and

WHEREAS, on \_\_\_\_\_, 2014, pursuant to Section 12(1) and Section 19(1) of Act 436, the Emergency Manager filed with the City Council of the City (the "City Council") his Order No. \_\_\_\_ Approval of \_\_\_\_\_ (Order No. \_\_\_\_), in part, to accomplish the restructuring of the Restructured UTGO Bonds as the Distributable State Aid Fourth Lien Restructured Bonds (Unlimited Tax General Obligation), Series 2014 (the "Bonds" or the "Municipal Obligation") in the amounts shown on Exhibit B attached hereto; and

WHEREAS, on \_\_\_\_\_, 2014, in accordance with Section 19(1) of Act 436, the City Council adopted a resolution entitled ["Resolution of the City Council of the City of Detroit, County of Wayne, State of Michigan Approving the Emergency Manager of the City of Detroit Order No. \_\_\_\_ Approval of UTGO \_\_\_\_\_"] (the "Council Resolution") under which the City Council approved the issuance and delivery of the Municipal Obligation to the Michigan Finance Authority ("MFA"); and

WHEREAS, the Restructured UTGO Bonds will be restructured as described in Section 2.2 of the UTGO Settlement Agreement; and

WHEREAS, on \_\_\_\_\_, 2014, the Bankruptcy Court issued an order approving the UTGO Settlement Agreement (the "Confirmation Order"); and

WHEREAS, the portion of the Prior UTGO Bonds not restructured through the issuance of the Municipal Obligation, which mature on or after April 1, 2015, in the principal amount of \$43,410,000 (the "Stub UTGO Bonds" and together with the 2010A UTGO Bonds, the Municipal Obligation and any Additional Bonds (defined below), the "UTGO Bonds") will be reinstated and shall remain Outstanding in the amounts and will remain payable as shown on Exhibit C hereto and as provided in Order No. \_\_\_\_; and

WHEREAS, pursuant to the Prior UTGO Bonds and the 2010A UTGO Bonds and Order No. \_\_\_\_ and Section 4a of Act 279, the City has pledged, and to the extent permitted by applicable law, including without limitation Section 12(1)(x) of Act 436, in Order No. \_\_, has created a lien upon the Debt Millage Revenues (as hereinafter defined) to pay the debt service on the UTGO Bonds; and

WHEREAS, pursuant to Section 4a of Act 279, and Section 701 of the Revised Municipal Finance Act, Act No. 34, Public Acts of Michigan, 2001, as amended, Order No. \_\_\_\_ provides for the deposit of the Debt Millage Revenues into a separate escrow account to be used for the sole purpose of paying principal of and interest on the UTGO Bonds and the administrative costs related to the deposit and escrow of Debt Millage Revenues; and

WHEREAS, in order to effectuate the pledge of the Debt Millage Revenues in favor of the owners of the UTGO Bonds, it is necessary for the City to provide for the deposit with the Escrow Trustee of the proceeds of 100% of its debt millage levy to satisfy the Debt Service Requirements to be held by the Escrow Trustee in trust, to further secure payment of the debt service on the UTGO Bonds;

NOW, THEREFORE, in consideration of the mutual undertakings, provisions and agreements herein contained, the sufficiency of which are hereby acknowledged, that in order to provide for the payment of the UTGO Bonds, for the benefit of the owners thereof and the Bond Insurers, and to secure the performance and observance of the conditions and covenants herein set forth and for other valuable consideration, the receipt of which is hereby acknowledged, the City covenants and agrees with the Escrow Trustee for the benefit of the respective owners from time to time of the UTGO Bonds and the Bond Insurers as follows:

## **ARTICLE I**

### **DEFINITIONS**

Section 101. Definitions. In addition to the terms defined in the preambles to this Escrow Agreement, the following terms shall have, unless the context otherwise requires, the meanings herein specified:

“Act 279” means Act No. 279, Public Acts of Michigan, 1909, as amended.

“Additional Bonds” means any series of unlimited tax general obligation bonds issued by the City on a parity as to Debt Millage Revenue levies with the 2010A UTGO Bonds, the Municipal Obligation and the Stub UTGO Bonds.

“Business Day” means a day which is not (i) a Saturday, Sunday or legal holiday on which banks located in either the State of Michigan or the state or states in which the principal corporate trust office of the Escrow Trustee, is located are authorized or required by law to be closed, or (ii) a day on which the New York Stock Exchange is closed.

“Debt Millage Deposit” or “Debt Millage Deposits” means whenever used herein singularly, each payment of Debt Millage Revenues, and collectively all payments of Debt Millage Revenues by the City to the Escrow Trustee for deposit in the UTGO Debt Millage Fund in accordance with Section 204 hereof.

“Debt Millage Revenues” means the proceeds of the debt millage levies, including interest subsidy payments received by the City in respect of the 2010A UTGO Bonds, delinquent millage payments received from Wayne County, Michigan or otherwise, pledged to and on

account of unlimited tax general obligation bonds of the City for the payment of debt service on the Prior UTGO Bonds, or after the Effective Date of the UTGO Bonds, and the 2010A UTGO Bonds and any Additional Bonds.

“Debt Retirement Schedule” means the table attached as Exhibit D hereto, showing the dates Debt Service Requirements are due and payable on each series of the UTGO Bonds.

“Debt Service Requirement” means an amount equal to the principal of and/or interest due on any series of UTGO Bonds (including the Stub UTGO Bonds) semi-annually on each payment date as set forth in Exhibit D.

“Effective Date” mean the effective date of the City’s chapter 9 plan of adjustment.

“Escrow Trustee” means initially, U.S. Bank National Association, Detroit, Michigan, or any successor in trust or assignees, as Escrow Trustee hereunder.

“Event of Default” means the breach by the City of any material agreement or covenant set forth in the UTGO Settlement Agreement or this Agreement, written notice of which has been provided by a Bond Insurer to the City and the Escrow Trustee.

“Fiscal Year” means the City’s fiscal year, commencing July 1 and ending June 30.

“General Retirement System” means the General Retirement System of the City of Detroit, General Retirement Fund.

“Income Stabilization Funds” means the Police & Fire Retirement System of the City of Detroit, Income Stabilization Fund, and the General Retirement System of the City of Detroit, Income Stabilization Fund.

“Master Trustee” means U. S. Bank National Association, Detroit, Michigan, as trustee under the Master Debt Retirement Trust Indenture dated as of March 1, 2010, as supplemented, between the City and the Master Trustee.

“Outstanding” when used with respect to the UTGO Bonds, means, as of the date of determination, the UTGO Bonds theretofore authenticated and delivered pursuant to the resolution, indenture and/or order for that series, except:

- (a) UTGO Bonds theretofore canceled by the trustee or paying agent for such UTGO Bonds or delivered to such trustee or paying agent for cancellation;
- (b) UTGO Bonds for whose payment money in the necessary amount, without the need for reinvestment thereof, has been theretofore deposited with the trustee or paying agent for such UTGO Bonds in trust for the registered owners of such UTGO Bonds;
- (c) UTGO Bonds delivered to the trustee or paying agent for such UTGO Bonds for cancellation in connection with (i) the exchange of such UTGO

Bonds for other bonds or (ii) the transfer of the registration of such UTGO Bonds;

- (d) UTGO Bonds alleged to have been destroyed, lost or stolen which have been paid or replaced pursuant to the resolution, indenture or order for that series or otherwise pursuant to law; and
- (e) UTGO Bonds deemed paid as provided in the resolution, indenture or order for that series.

“Permitted Investments” means those investments specified in Article III of this Escrow Agreement.

“Plan Assignees” means the Income Stabilization Funds and the General Retirement System.

“Set Aside Ledger” means the table attached as Exhibit D hereto, showing the allocation of each Debt Millage Deposit to the UTGO Debt Millage Fund in such fractional amounts determined in accordance with Section 204(a) herein.

“Stub UTGO Bonds Paying Agent” means U. S. Bank National Association, Detroit, Michigan.

“UTGO Debt Millage Fund” means the City of Detroit UTGO Debt Millage Fund created and described in Section 201 of this Agreement.

## **ARTICLE II**

### **ESTABLISHMENT OF FUNDS AND ACCOUNTS**

Section 201. Establishment of UTGO Debt Millage Fund. There is hereby created and established with the Escrow Trustee, pursuant to Order No. \_\_\_\_ and this Escrow Agreement, a single and common trust fund designated the “UTGO Debt Millage Fund.”

Section 202. Establishment of Accounts and Subaccounts. (a) There are hereby created within the UTGO Debt Millage Fund three (3) separate and segregated accounts, designated as follows:

1. “2010A UTGO Bonds Debt Millage Account” (“2010A UTGO Account”). The Escrow Trustee shall deposit Debt Millage Revenues allocable to the Debt Service Requirements on the 2010A UTGO Bonds, as set forth on Exhibit D, in the 2010A UTGO Account.
2. “2014 UTGO Bonds Debt Millage Account” (“2014 UTGO Bonds Account”). The Escrow Trustee shall deposit Debt Millage Revenues allocable to the Debt Service Requirements on the Municipal Obligation and the Stub UTGO Bonds, as set forth on Exhibit D, in the 2014 UTGO Bonds Account.

3. "Additional Bonds Debt Millage Account" ("Additional Bonds Account"). The Escrow Trustee shall deposit Debt Millage Revenues allocable to the Debt Service Requirements (to be reflected in a supplement to Exhibit D) on any series of Additional Bonds in a subaccount established for such series in the Additional Bonds Account pursuant to a supplement to this Agreement.

(b) There are hereby created within the 2014 UTGO Bonds Account two separate and segregated subaccounts, designated as follows:

1. The 2014 UTGO Municipal Obligation Subaccount ("2014 Municipal Obligation Subaccount").

2. The Stub UTGO Bonds Subaccount ("Stub UTGO Bonds Subaccount").

The Escrow Trustee shall allocate and deposit Debt Millage Revenues deposited in the 2014 UTGO Bonds Account among the 2014 Municipal Obligation Subaccount and the Stub UTGO Bonds Subaccount as provided in Section 204(a).

Section 203. Deposits to the UTGO Debt Millage Fund. Commencing on the Effective Date, and thereafter in accordance with the distribution schedule published by the Michigan Department of Treasury, and in any event, no less often than (x) bi-monthly during the period beginning each July 1 and ending the following March 31, and (y) monthly during the period beginning April 1 and ending the following June 30 of each year, the City shall remit the Debt Millage Revenues to the Escrow Trustee for deposit in the UTGO Debt Millage Fund. In the Order, the City has covenanted that it shall cause to be deposited with the Escrow Trustee, in accordance with the terms of this Escrow Agreement, 100% of the Debt Millage Revenues received by the City for as long as the Municipal Obligation and the Stub UTGO Bonds remain outstanding. The Escrow Trustee shall deposit any Debt Millage Revenues received by it from the City into the UTGO Debt Millage Fund and allocate such deposits in accordance with the provisions of Section 204 below.

Section 204. Allocation and Deposit. (a) Each Fiscal Year, commencing with the Effective Date and for as long as any UTGO Bonds remain outstanding, within one (1) Business Day of receipt by the Escrow Trustee of each Debt Millage Deposit, the Escrow Trustee shall set aside in the UTGO Debt Millage Fund each Debt Millage Deposit received, and make transfers from the UTGO Debt Millage Fund, as follows:

1. FIRST, a percentage of each Debt Millage Deposit received shall be allocated and set aside in each of the 2010A UTGO Account, the 2014 UTGO Bonds Account and any Additional Bonds Account that corresponds to the percentage that the Debt Service Requirement payable on the related series of UTGO Bonds as shown on Exhibit D bears to the Debt Service Requirement payable (or past due) on all UTGO Bonds on or before May 1 of each Fiscal Year until the sum of the aggregate Debt Millage Deposits (when taken together with any investment earnings on deposit) equals the Debt Service Requirement on all UTGO Bonds for such Fiscal Year. Once the Debt Service Requirement has been satisfied for all UTGO Bonds for payments due on or before May 1 of each Fiscal Year, any excess shall be allocated to the same accounts in

proportion to the Debt Service Requirements payable on such UTGO Bonds in the next Fiscal Year.

2. SECOND, the Escrow Trustee shall allocate deposits made to the 2014 UTGO Bonds Account (i) first to the 2014 Municipal Obligation Subaccount until the Debt Service Requirement payable (or past due) on the Municipal Obligation as shown on Exhibit D on or before April 1 of the then current Fiscal Year has been satisfied and (ii) second, to the Stub UTGO Bonds Subaccount until the Debt Service Requirement payable (or past due) on the Stub UTGO Bonds on or before April 1 of the then current Fiscal Year has been satisfied. Once the Debt Service Requirement for all Prior UTGO Bonds has been satisfied for the then current Fiscal Year, any excess shall be allocated first to the 2014 Municipal Obligation Subaccount for application to the next Fiscal Year's Debt Service Requirements for the Municipal Obligation and then to the next Fiscal Year's Debt Service Requirements for the Stub UTGO Bonds.

3. THIRD, within three Business Days after a deposit is made to any account or subaccount in the UTGO Debt Millage Fund the Escrow Trustee shall transfer the funds in such account or subaccount as follows:

(a) Funds on deposit in the 2010A UTGO Debt Millage Account shall be transferred to the Master Trustee for application to Debt Service Requirements for the 2010A UTGO Bonds.

(b) Funds on deposit in the 2014 Municipal Obligation Subaccount shall be transferred to the Master Trustee for deposit in the Series 2014 Tax Levy Account for application to Debt Service Requirements for the Municipal Obligation.

(c) Funds on deposit in the Stub UTGO Bonds Subaccount shall be transferred to the Plan Assignees pursuant to the direction and in the amounts shown on Exhibit F. In the event insufficient funds are on deposit in the Stub UTGO Bonds Subaccount on the date set for any transfer, the Escrow Trustee shall allocate and transfer the funds then on deposit in the Stub UTGO Bonds Subaccount to the Plan Assignees pro rata, in proportion to the amount due to each Plan Assignee on such date.

(d) Funds on deposit in the Additional Bonds Account shall be transferred to the paying agent or trustee for the related series of Additional Bonds.

(b) The Escrow Trustee shall keep and maintain a ledger on its books and records showing each Debt Millage Deposit into the Debt Millage Fund of the UTGO Debt Millage Fund, all transfers of funds from one account to another or from the UTGO Debt Millage Fund to the Master Trustee or the Income Stabilization Funds or the paying agent or trustee for any Additional Bonds, which ledger shall be substantially in the form attached hereto as Exhibit D-2 (the "Set Aside Ledger"). Not later than one (1) Business Days after the receipt of each Debt Millage Deposit, the Escrow Trustee shall promptly confirm electronically or in writing to the

City the receipt of each Debt Millage Deposit and provide with such notice a copy of the Set Aside Ledger which shall include the deposit entries for the then most recent Debt Millage Deposit, all prior deposits for the Fiscal Year and entries for any inter-fund transfers during the Fiscal Year. While any of the Municipal Obligation or the Stub UTGO Bonds remains Outstanding, upon request of the Bond Insurers, the Escrow Trustee shall furnish a copy of the Set Aside Ledger to the Bond Insurers.

(c) Upon receipt of the Set Aside Ledger from the Escrow Trustee, the Finance Director of the City shall allocate on the books and records of the City a fractional amount of each Debt Millage Deposit shown in the Set Aside Ledger equal to the percentage of each Debt Millage Deposit that corresponds to the Debt Service Requirement by the City for the payment of that portion of debt service due on the UTGO Bonds in accordance with the ratios of the Debt Service Requirements for each series of UTGO Bonds to the total Debt Service Requirement for all UTGO Bonds set forth in Exhibit D hereto.

### **ARTICLE III** **INVESTMENT OF FUNDS**

Section 301. Permitted Investments. All money held by the Escrow Trustee pursuant to this Agreement shall be invested by the Escrow Trustee, without the need for further direction by the City, in accordance with written instructions from the City in mutual funds registered under the investment company act of 1940, title I of chapter 686, 54 Stat. 789, 15 USC 80a-1 to 80a-3 and 80a-4 to 80a-64, that have been rated at the time of purchase within the highest classification established by not less than two standard rating services and so long as the portfolio of such mutual funds is limited to bonds, and other obligations on which the full and timely payment of principal and interest is unconditionally guaranteed by the full faith and credit of the United States. In the absence of written direction delivered to the Escrow Trustee by the City, the Escrow Trustee shall hold funds uninvested. The Escrow Trustee shall be entitled to rely on any written direction from the City as to the suitability and legality of the directed investment.

### **ARTICLE IV** **THE ESCROW TRUSTEE**

Section 401. Powers and Duties of Escrow Trustee. (a) The Escrow Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees, and shall be entitled to act upon the opinion or advice of its counsel concerning all matters hereof, and may in all cases be reimbursed hereunder for reasonable compensation paid to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trust hereof. The Escrow Trustee may act upon an opinion of counsel and shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion of counsel.

(b) The Escrow Trustee shall not be responsible for any recital herein, or for the validity of the execution by the City of this Escrow Agreement, or of any supplements thereto or

instruments of further assurance, or for the validity or sufficiency of, or filing of documents related to the security for the UTGO Bonds intended to be secured hereby.

(c) The Escrow Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Escrow Agreement .

(d) The Escrow Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper person or persons.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Escrow Trustee shall be entitled to rely upon a certificate believed in good faith to be genuine and correct, signed on behalf of the City by an authorized officer of the City as sufficient evidence of the facts therein contained. The Escrow Trustee may also accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(f) The permissive right of the Escrow Trustee to do things enumerated in this Escrow Agreement, as amended, shall not be construed as a duty and the Escrow Trustee shall not be answerable for other than its gross negligence or willful misconduct. The immunities and exceptions from liability of the Escrow Trustee shall extend to its officers, directors, employees and agents.

(g) The Escrow Trustee shall not be required to give any bond or surety in respect to the execution of its rights and obligations hereunder.

(h) All moneys received by the Escrow Trustee shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purpose for which they were received, but need not be segregated from other funds except to the extent required by this Escrow Agreement, as amended, or by law. The Escrow Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(i) The Escrow Trustee shall not be under any obligation to initiate any suit or to take any remedial proceeding under this Escrow Agreement or to take any steps in the execution of the trusts created by this Escrow Agreement or in the enforcement of any rights and powers under this Escrow Agreement until it has been indemnified to its satisfaction against any and all fees, costs and expenses and other reasonable disbursements and against all liability.

(j) The Escrow Trustee shall have no responsibility or liability with respect to any information, statement or recital in any official statement, offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the UTGO Bonds, except for liability for its own gross negligence or willful misconduct.

(k) The Escrow Trustee may become the holder of any of the UTGO Bonds with the same rights it would have if it were not Escrow Trustee, and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of holders, whether or

not such committee shall represent the holders of a majority in principal amount of any of the UTGO Bonds of such series then outstanding.

(l) The Escrow Trustee shall not be liable for any error of judgment made in good faith by any of its officers, employees, agents or representatives, unless it shall be proved that the Escrow Trustee was negligent in ascertaining the pertinent facts.

(m) The Escrow Trustee has no obligation or liability to the holders for the payment of interest on, principal of or redemption premium, if any, with respect to the UTGO Bonds from its own funds; but rather the Escrow Trustee's obligations shall be limited to the performance of its duties hereunder.

(n) Whether or not therein expressly so provided, every provision of this Agreement or related documents, relating to the conduct or affecting the liability of or affording protection to the Escrow Trustee shall be subject to the provisions of this Article.

Section 402. Fees and Expenses of Escrow Trustee. (a) The Escrow Trustee shall be entitled to reasonable fees for services rendered under this Escrow Agreement, as amended, and shall be reimbursed for all expenses reasonably incurred in connection with such services. Such fees and expenses shall be payable by the City and shall be determined in accordance with the Fee Schedule attached as Exhibit E of this Agreement or as otherwise may be agreed to by the City and the Escrow Trustee.

(b) The City shall be liable for all fees, expenses, charges, losses, costs, liabilities and damages incurred by the Escrow Trustee pursuant to this Agreement except for those which are adjudicated to have resulted from the gross negligence or willful misconduct of the Escrow Trustee, and shall pay such amounts to or at the direction of the Escrow Trustee.

Section 403. Resignation; Appointment of Successor Escrow Trustee; Successor Escrow Trustee Upon Merger, Consolidation or Sale. (a) The Escrow Trustee and any successor Escrow Trustee may resign only upon giving 60 days' prior written notice to the City and, while any of the Municipal Obligation or the Stub UTGO Bonds remains Outstanding, the Bond Insurers. Such resignation shall take effect only upon the appointment of a successor Escrow Trustee as described in Section 403(b) below and the acceptance of such appointment by the successor Escrow Trustee. Upon appointment of a successor Escrow Trustee, the resigning Escrow Trustee shall, after payment of its fees, costs and expenses, assign all of its right, title and interest in the Debt Millage Revenues, and transfer and assign its right, title and interest in the Escrow Agreement to the successor Escrow Trustee. The successor Escrow Trustee shall meet the requirements of Section 403(b) below and shall accept in writing its duties and responsibilities hereunder and file such acceptance with the City.

(b) In case the Escrow Trustee shall give notice of resignation or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public office or offices, or of a receiver appointed by a court, a successor may with the prior written consent of the City (so long as no Event of Default shall have occurred and be continuing under this Escrow Agreement ) and, while any of the Municipal Obligation or the Stub UTGO Bonds remains

Outstanding, the Bond Insurers, be appointed by the owners of a majority in aggregate principal amount of UTGO Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their duly authorized attorneys in fact, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the City, the retiring Escrow Trustee, and the successor Escrow Trustee, which, while any of the Municipal Obligation or the Stub UTGO Bonds remains Outstanding must be acceptable to the Bond Insurers insuring such Outstanding Bonds. In the absence of an appointment by the bondholders, the City may appoint a successor Escrow Trustee, by an instrument in writing signed by an authorized officer of the City, a copy of which shall be delivered personally or sent by first class mail, postage prepaid, to the retiring Escrow Trustee and the successor Escrow Trustee. If the owners of the UTGO Bonds and the City fail to so appoint a successor Escrow Trustee, hereunder within thirty (30) days after the Escrow Trustee has given notice of its resignation, has been removed, has been dissolved, has otherwise become incapable of acting hereunder or has been taken under control by a public officer or receiver, the Escrow Trustee shall have the right to petition a court of competent jurisdiction to appoint a successor hereunder. Every such Escrow Trustee appointed pursuant to the provisions of this Section 403(b) (i) shall at all times be a bank having trust powers or a trust company, (ii) shall at all times be organized and doing business under the laws of the United States of America or of any state, (iii) shall have, or be wholly owned by an entity having, a combined capital and surplus of at least \$75,000,000, (iv) shall be authorized under such laws to exercise corporate trust powers, and (v) shall be subject to supervision or examination by federal or state authority.

(c) Any corporation or association into which the Escrow Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, provided such company shall be eligible under Section 403(b) hereof, shall be and become successor Escrow Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 404. Removal of Escrow Trustee. The Escrow Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Escrow Trustee and signed by the City; provided that if an Event of Default has occurred and is continuing hereunder, then, while any of the Municipal Obligation or the Stub UTGO Bonds remains Outstanding, the Escrow Trustee may not be removed without the consent of the holders of a majority in aggregate principal amount of the UTGO Bonds then Outstanding and the Bond Insurers. No removal of the Escrow Trustee and no appointment of a successor Escrow Trustee shall become effective until the successor Escrow Trustee has accepted its appointment in the manner provided in Section 403 hereof. Upon such removal and the payment of its fees, costs and expenses, the Escrow Trustee shall assign to the successor Escrow Trustee all of its right, title and interest in the Trust Estate in the same manner as provided in Section 403 hereof.

## **ARTICLE V**

### **ADDITIONAL BONDS**

Section 501. Issuance of Additional Bonds. The City reserves the right to issue unlimited tax full faith and credit bonds payable on a parity basis with the pledge of the City's unlimited tax full faith and credit as security for the UTGO Bonds. While any of the Municipal Obligation or the Stub UTGO Bonds remains Outstanding, the debt millage levy with respect to any such parity bonds shall be subject to the terms of this Agreement.

Section 502. Notices Regarding Additional Bonds. The City hereby covenants to provide notice to the Escrow Trustee and, while any of the Municipal Obligation or the Stub UTGO Bonds remains Outstanding, the Bond Insurers, of the issuance of each series of Additional Bonds. The City may enter into additional agreements or supplements hereto with the Escrow Trustee to provide for the remittance of Debt Millage Revenues to the Escrow Trustee to be held and transferred for the payment of principal of and interest on any Additional Bonds pursuant to this Agreement.

Section 503. Defeasance or Redemption. The City hereby covenants to provide notice to the Escrow Trustee of the defeasance or redemption of all or any portion of the UTGO Bonds. In the event that the City issues Additional Bonds as described in Section 501 hereof, the City hereby covenants to provide notice to the Escrow Trustee of the defeasance or redemption of all or any portion of the Additional Bonds.

## **ARTICLE VI**

### **AMENDMENTS**

Section 601. Modifications and Amendments Not Requiring Consent. Any provision of this Agreement may be amended at any time by the parties hereto, and while any of the Municipal Obligation or the Stub UTGO Bonds remains Outstanding, with the prior written consent of the Bond Insurers, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Agreement.
- (b) To grant to or confer upon the Escrow Trustee any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Escrow Trustee.
- (c) To accomplish, implement or give effect to any other action which is authorized or required by this Agreement.
- (d) To comply with the requirements of the Internal Revenue Code of 1986, as amended, applicable to the UTGO Bonds or any Additional Bonds.
- (e) To appoint separate or successor trustees.
- (f) To provide for the deposit of Debt Millage Revenues with respect to any Additional Bonds.

- (g) To make any other change which, in the judgment of the Escrow Trustee, is not to the material prejudice of holders of the UTGO Bonds, upon the opinion of bond counsel or other professionals.
- (h) To create obligation specific Escrow Funds and sub-accounts in accordance with Article II herein for further securing and establishing deposit and set-aside requirements of all UTGO Bonds issued by the City.

Within thirty (30) days after the execution of any amendment pursuant to this Section 601, the Escrow Trustee shall cause notice thereof to be mailed, postage prepaid to the Master Trustee, the Stub UTGO Paying Agent and the trustee or paying agent for any Additional Bonds at their addresses shown in Section 701. The notice shall briefly set forth the nature of the supplement and shall state that copies thereof are on file at the corporate trust office of the Escrow Trustee for inspection by all such holders. Any such supplement so executed shall be valid and binding notwithstanding any failure of the Escrow Trustee to mail the notice herein required and notwithstanding any objections which may be received pursuant to any mailed notice.

Upon the execution of any Amendment pursuant to the provisions of this Section, this Agreement shall be deemed to be modified and amended in accordance therewith and the respective rights, duties and obligations under this Agreement of the City, the Escrow Trustee, the Bond Insurers, and all registered holders of the UTGO Bonds shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

## ARTICLE VII MISCELLANEOUS

Section 701. Notices. Except as other provided, all notices, certificates, requests, complaints, demands or other communications under this Agreement shall be deemed sufficiently given when sent by first class mail or overnight mail postage prepaid, addressed as follows:

If to the City, to:

City of Detroit  
Coleman A. Young Municipal Center  
2 Woodward Avenue, Suite 1126  
Detroit MI 48226  
Attention: Chief Financial Officer

If to the Escrow Trustee, the Master Trustee or the Stub UTGO Bonds Paying Agent, to:

U.S. Bank National Association  
535 Griswold, Suite 550  
Detroit, Michigan 48226  
Attention: Corporate Trust Services

If to the Bond Insurers, to:

Ambac Assurance Corporation  
One State Street Plaza  
New York, New York 10004  
Attention: Surveillance Department and  
General Counsel's Office

Assured Guaranty Municipal Corp and  
Assured Guaranty Corp.  
31 West 52<sup>nd</sup> Street  
New York, NY 10019  
Attention: Kevin J. Lyons  
Attention: Terence Workman

National Public Finance Guarantee  
Corporation  
113 King Street  
Armonk, NY 10504  
Attention: Kenneth Epstein and William J.  
Rizzo

The City, the Escrow Trustee or the Bond Insurers may, by giving notice hereunder, in writing, designate any further or different addresses to which subsequent notices, certificates, requests, complaints, demands or other communications hereunder shall be sent.

Section 702. Termination. This Agreement shall terminate following delivery of written direction from the City to the Escrow Trustee to so terminate, together with written notice: (1) that all of the Municipal Obligation and the Stub UTGO Bonds have been paid in full at maturity or defeased (and for each series of UTGO Bonds that have been or are to be defeased prior to termination, such notice shall include written certification by an independent verification agent for the City that sufficient cash or obligations necessary to defease such UTGO Bonds in accordance with the applicable defeasance requirements are on deposit with the Master Trustee, in the case of the Municipal Obligation, and the Income Stabilization Funds, in the case of the Stub UTGO Bonds to be defeased, as of the date of the City's notice), and (2) that all fees owed to the Escrow Trustee have been paid in full. Upon termination of this Agreement, any money remaining on deposit in the funds and accounts created and established hereunder shall be paid to the City.

Section 703. Severability. If any one or more sections, clauses or provisions of this Escrow Agreement shall be determined by a court of competent jurisdiction to be invalid or ineffective for any reason, such determination shall in no way affect the validity and effectiveness of the remaining sections, clauses and provisions of the Agreement.

Section 704. Headings. Any headings shall be solely for convenience of reference and shall not constitute a part of the Agreement, nor shall they affect its meaning, construction or effect.

Section 705. Escrow Agreement Executed in Counterparts. This Escrow Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and such counterparts together shall and will constitute one and the same instrument.

Section 706. Parties Interested Herein. Nothing in this Escrow Agreement expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Escrow Trustee, the City, the Bond Insurers and the registered owners of the UTGO Bonds, any right, remedy or claim under or by reason of this Escrow Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Agreement on behalf of the City shall be for the sole and exclusive benefit of the Escrow Trustee, the City, the Bond Insurers and the registered owners of the UTGO Bonds.

IN WITNESS WHEREOF, this Escrow Agreement has been signed on behalf of the City by its Emergency Manager and U.S. Bank National Association to evidence the acceptance of the trust, has caused this Escrow Agreement to be executed in its behalf by its authorized officer, all as of the date first above written.

CITY OF DETROIT

By \_\_\_\_\_

Kevyn D. Orr

Its: Emergency Manager

U.S. BANK NATIONAL ASSOCIATION,  
as Escrow Trustee

By \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**  
**DEBT RETIREMENT SCHEDULES**  
**(BY SERIES)**

A-1

## UTGO Bond Series Debt Retirement Schedules

CLASP	Manurency	Date	Rate	Principal	Insurer	10/1/14	4/1/15	10/1/15	4/1/16	10/1/16	4/1/17	10/1/17	4/1/18	10/1/18	4/1/19	10/1/19	4/1/20	10/1/20	4/1/21
2009-A	Assured	4/1/15	5.250%	\$74,812.50			\$74,812.50	-	-	\$74,875.00	-	-	-	-	-	-	-	-	-
2009-A	Assured	4/1/16	5.000%	\$74,875.00			\$74,875.00	-	-	\$78,625.00	-	-	-	-	-	-	-	-	-
2009-A	Assured	4/1/17	5.000%	\$78,625.00			\$78,625.00	-	-	\$82,625.00	-	-	\$82,625.00	-	-	-	-	-	-
2009-A	Assured	4/1/18	5.000%	\$82,625.00			\$82,625.00	-	-	\$86,750.00	-	-	\$86,750.00	-	-	\$86,750.00	-	-	-
2009-A	Assured	4/1/19	5.000%	\$86,750.00			\$86,750.00	-	-	\$90,875.00	-	-	\$90,875.00	-	-	\$94,925.00	-	-	-
2009-A	Assured	4/1/20	5.000%	\$90,875.00			\$90,875.00	-	-	\$95,000.00	-	-	\$95,000.00	-	-	\$99,125.00	-	-	-
2009-A	Assured	4/1/21	5.000%	\$95,000.00			\$95,000.00	-	-	\$99,125.00	-	-	\$99,125.00	-	-	\$103,250.00	-	-	-
2009-A	Assured	4/1/22	5.000%	\$99,125.00			\$99,125.00	-	-	\$103,250.00	-	-	\$103,250.00	-	-	\$107,375.00	-	-	-
2009-A	Assured	4/1/23	5.000%	\$103,250.00			\$103,250.00	-	-	\$107,375.00	-	-	\$107,375.00	-	-	\$111,500.00	-	-	-
2009-A	Assured	4/1/24	5.000%	\$107,375.00			\$107,375.00	-	-	\$111,500.00	-	-	\$111,500.00	-	-	\$115,625.00	-	-	-
2009-A	Assured	4/1/25	5.000%	\$111,500.00			\$111,500.00	-	-	\$115,625.00	-	-	\$115,625.00	-	-	\$119,750.00	-	-	-
2009-A	Assured	4/1/26	5.000%	\$115,625.00			\$115,625.00	-	-	\$119,750.00	-	-	\$119,750.00	-	-	\$123,875.00	-	-	-
2009-A	Assured	4/1/27	5.000%	\$119,750.00			\$119,750.00	-	-	\$123,875.00	-	-	\$123,875.00	-	-	\$128,000.00	-	-	-
2009-A	Assured	4/1/28	5.000%	\$123,875.00			\$123,875.00	-	-	\$128,000.00	-	-	\$128,000.00	-	-	\$132,125.00	-	-	-
2009-A	Assured	4/1/29	5.000%	\$128,000.00			\$128,000.00	-	-	\$132,125.00	-	-	\$132,125.00	-	-	\$136,250.00	-	-	-
2009-A	Assured	4/1/30	5.000%	\$132,125.00			\$132,125.00	-	-	\$136,250.00	-	-	\$136,250.00	-	-	\$140,375.00	-	-	-
2009-A	Assured	4/1/31	5.000%	\$136,250.00			\$136,250.00	-	-	\$140,375.00	-	-	\$140,375.00	-	-	\$144,500.00	-	-	-
2009-A	Assured	4/1/32	5.000%	\$140,375.00			\$140,375.00	-	-	\$144,500.00	-	-	\$144,500.00	-	-	\$148,625.00	-	-	-
2009-A	Assured	4/1/33	5.000%	\$144,500.00			\$144,500.00	-	-	\$148,625.00	-	-	\$148,625.00	-	-	\$152,750.00	-	-	-
2009-A	Assured	4/1/34	5.000%	\$148,625.00			\$148,625.00	-	-	\$152,750.00	-	-	\$152,750.00	-	-	\$156,875.00	-	-	-
2009-A	Assured	4/1/35	5.000%	\$152,750.00			\$152,750.00	-	-	\$156,875.00	-	-	\$156,875.00	-	-	\$161,000.00	-	-	-
2009-A	Assured	4/1/36	5.000%	\$156,875.00			\$156,875.00	-	-	\$161,000.00	-	-	\$161,000.00	-	-	\$165,125.00	-	-	-
2009-A	Assured	4/1/37	5.000%	\$161,000.00			\$161,000.00	-	-	\$165,125.00	-	-	\$165,125.00	-	-	\$169,250.00	-	-	-
2009-A	Assured	4/1/38	5.000%	\$165,125.00			\$165,125.00	-	-	\$169,250.00	-	-	\$169,250.00	-	-	\$173,375.00	-	-	-
2009-A	Assured	4/1/39	5.000%	\$169,250.00			\$169,250.00	-	-	\$173,375.00	-	-	\$173,375.00	-	-	\$177,500.00	-	-	-
2009-A	Assured	4/1/40	5.000%	\$173,375.00			\$173,375.00	-	-	\$177,500.00	-	-	\$177,500.00	-	-	\$181,625.00	-	-	-
2009-A	Assured	4/1/41	5.000%	\$177,500.00			\$177,500.00	-	-	\$181,625.00	-	-	\$181,625.00	-	-	\$185,750.00	-	-	-
2009-A	Assured	4/1/42	5.000%	\$181,625.00			\$181,625.00	-	-	\$185,750.00	-	-	\$185,750.00	-	-	\$189,875.00	-	-	-
2009-A	Assured	4/1/43	5.000%	\$185,750.00			\$185,750.00	-	-	\$189,875.00	-	-	\$189,875.00	-	-	\$194,000.00	-	-	-
2009-A	Assured	4/1/44	5.000%	\$189,875.00			\$189,875.00	-	-	\$194,000.00	-	-	\$194,000.00	-	-	\$198,125.00	-	-	-
2009-A	Assured	4/1/45	5.000%	\$194,000.00			\$194,000.00	-	-	\$198,125.00	-	-	\$198,125.00	-	-	\$202,250.00	-	-	-
2009-A	Assured	4/1/46	5.000%	\$198,125.00			\$198,125.00	-	-	\$202,250.00	-	-	\$202,250.00	-	-	\$206,375.00	-	-	-
2009-A	Assured	4/1/47	5.000%	\$202,250.00			\$202,250.00	-	-	\$206,375.00	-	-	\$206,375.00	-	-	\$210,500.00	-	-	-
2009-A	Assured	4/1/48	5.000%	\$206,375.00			\$206,375.00	-	-	\$210,500.00	-	-	\$210,500.00	-	-	\$214,625.00	-	-	-
2009-A	Assured	4/1/49	5.000%	\$210,500.00			\$210,500.00	-	-	\$214,625.00	-	-	\$214,625.00	-	-	\$218,750.00	-	-	-
2009-A	Assured	4/1/50	5.000%	\$214,625.00			\$214,625.00	-	-	\$218,750.00	-	-	\$218,750.00	-	-	\$222,875.00	-	-	-
2009-A	Assured	4/1/51	5.000%	\$218,750.00			\$218,750.00	-	-	\$222,875.00	-	-	\$222,875.00	-	-	\$227,000.00	-	-	-
2009-A	Assured	4/1/52	5.000%	\$222,875.00			\$222,875.00	-	-	\$227,000.00	-	-	\$227,000.00	-	-	\$231,125.00	-	-	-
2009-A	Assured	4/1/53	5.000%	\$227,000.00			\$227,000.00	-	-	\$231,125.00	-	-	\$231,125.00	-	-	\$235,250.00	-	-	-
2009-A	Assured	4/1/54	5.000%	\$231,125.00			\$231,125.00	-	-	\$235,250.00	-	-	\$235,250.00	-	-	\$239,375.00	-	-	-
2009-A	Assured	4/1/55	5.000%	\$235,250.00			\$235,250.00	-	-	\$239,375.00	-	-	\$239,375.00	-	-	\$243,500.00	-	-	-
2009-A	Assured	4/1/56	5.000%	\$239,375.00			\$239,375.00	-	-	\$243,500.00	-	-	\$243,500.00	-	-	\$247,625.00	-	-	-
2009-A	Assured	4/1/57	5.000%	\$243,500.00			\$243,500.00	-	-	\$247,625.00	-	-	\$247,625.00	-	-	\$251,750.00	-	-	-
2009-A	Assured	4/1/58	5.000%	\$247,625.00			\$247,625.00	-	-	\$251,750.00	-	-	\$251,750.00	-	-	\$255,875.00	-	-	-
2009-A	Assured	4/1/59	5.000%	\$251,750.00			\$251,750.00	-	-	\$255,875.00	-	-	\$255,875.00	-	-	\$259,925.00	-	-	-
2009-A	Assured	4/1/60	5.000%	\$255,875.00			\$255,875.00	-	-	\$259,925.00	-	-	\$259,925.00	-	-	\$264,000.00	-	-	-
2009-A	Assured	4/1/61	5.000%	\$259,925.00			\$259,925.00	-	-	\$264,000.00	-	-	\$264,000.00	-	-	\$268,125.00	-	-	-
2009-A	Assured	4/1/62	5.000%	\$264,000.00			\$264,000.00	-	-	\$268,125.00	-	-	\$268,125.00	-	-	\$272,250.00	-	-	-
2009-A	Assured	4/1/63	5.000%	\$268,125.00			\$268,125.00	-	-	\$272,250.00	-	-	\$272,250.00	-	-	\$276,375.00	-	-	-
2009-A	Assured	4/1/64	5.000%	\$272,250.00			\$272,250.00	-	-	\$276,375.00	-	-	\$276,375.00	-	-	\$280,500.00	-	-	-
2009-A	Assured	4/1/65	5.000%	\$276,375.00			\$276,375.00	-	-	\$280,500.00	-	-	\$280,500.00	-	-	\$284,625.00	-	-	-
2009-A	Assured	4/1/66	5.000%	\$280,500.00			\$280,500.00	-	-	\$284,625.00	-	-	\$284,625.00	-	-	\$288,750.00	-	-	-
2009-A	Assured	4/1/67	5.000%	\$284,625.00			\$284,625.00	-	-	\$288,750.00	-	-	\$288,750.00	-	-	\$292,875.00	-	-	-
2009-A	Assured	4/1/68	5.000%	\$288,750.00			\$288,750.00	-	-	\$292,875.00	-	-	\$292,875.00	-	-	\$297,000.00	-	-	-
2009-A	Assured	4/1/69	5.000%	\$292,875.00			\$292,875.00	-	-	\$297,000.00	-	-	\$297,000.00	-	-	\$301,125.00	-	-	-
2009-A	Assured	4/1/70	5.000%	\$297,000.00			\$297,000.00	-	-	\$301,125.00	-	-	\$301,125.00	-	-	\$305,250.00	-	-	-
2009-A	Assured	4/1/71	5.000%	\$301,125.00			\$301,125.00	-	-	\$305,250.00	-	-	\$305,250.00	-	-	\$309,375.00	-	-	-
2009-A	Assured	4/1/72	5.000%	\$305,250.00			\$305,250.00	-	-	\$309,375.00	-	-	\$309,375.00	-	-	\$313,500.00	-	-	-
2009-A	Assured	4/1/73	5.000%	\$309,375.00			\$309,375.00	-	-	\$313,500.00	-	-	\$313,500.00	-	-	\$317,625.00	-	-	-
2009-A	Assured	4/1/74	5.000%	\$313,500.00			\$313,500.00	-	-	\$317,625.00	-	-	\$317,625.00	-	-	\$321,750.00	-	-	-
2009-A	Assured	4/1/75	5.000%	\$317,625.00			\$317,625.00	-	-	\$321,750.00	-	-	\$321,750.00	-	-	\$325,875.00	-	-	-
2009-A	Assured	4/1/76	5.000%	\$321,750.00			\$321,750.00	-	-	\$325,875.00	-	-	\$325,875.00	-	-	\$329,925.00	-	-	-
2009-A	Assured	4/1/77	5.000%	\$325,875.00			\$325,875.00	-	-	\$329,925.00	-	-	\$329,925.00	-	-	\$334,000.00	-	-	-
2009-A	Assured	4/1/78	5.000%	\$329,925.00			\$329,925.00	-	-	\$334,000.00	-	-	\$334,000.00	-	-	\$338,125.00	-	-	-
2009-A	Assured	4/1/79	5.000%	\$334,000.00			\$334,000.00	-	-	\$338,125.00	-	-	\$338,125.00	-	-	\$342,250.00	-	-	-
2009-A	Assured	4/1/80	5.000%	\$338,125.00			\$338,125.00	-	-	\$342,250.00	-	-	\$342,250.00	-	-	\$346,375.00	-	-	-
2009-A	Assured	4/1/81	5.000%	\$342,250.00			\$342,250.00	-	-	\$346,375.00	-	-	\$346,375.00	-	-	\$350,500.00	-	-	-
2009-A	Assured	4/1/82	5.000%	\$346,375.00			\$346,375.00	-	-	\$350,500.00	-	-	\$350,500.00	-	-	\$354,625.00	-	-	-
2009-A	Assured	4/1/83	5.000%	\$350,500.00			\$350,500.00	-	-	\$354,625.00	-	-	\$354,625.00	-	-	\$358,750.00	-	-	-
2009-A	Assured	4/1/84	5.000%	\$354,625.00			\$354,625.00	-	-	\$358,750.00	-	-	\$358,750.00	-	-	\$362,875.00	-	-	-
2009-A	Assured	4/1/85	5.000%	\$358,750.00			\$358,750.00	-	-	\$362,875.00	-	-	\$362,875.00	-	-	\$367,000.00	-	-	-
2009-A	Assured	4/1/86	5.000%	\$362,875.00			\$362,875.00	-	-	\$367,000.00	-	-	\$367,000.00	-	-	\$371,125.00	-	-	-
2009-A	Assured																		

**\*Subject to Mandatory Redemption**

# UTGO Bond Series Debt Retirement Schedules

Plan #	Plan Name	Rate	Principal	Insurer	10/1/14	4/1/15	10/1/15	4/1/16	10/1/16	4/1/17	10/1/17	4/1/18	10/1/18	4/1/19	10/1/19	4/1/20	10/1/20	4/1/21
3-5	UTGO 2004-B(1)	5.000%	\$8,675,000.00	Ambac	\$216,875.00	\$216,875.00	\$239,006.25	\$239,006.25	\$239,006.25	-	-	-	-	-	-	-	-	-
5-6	UTGO 2004-B(2)	5.000%	\$9,105,000.00	Ambac	\$239,006.25	\$239,006.25	\$239,006.25	\$239,006.25	\$239,006.25	-	-	-	-	-	-	-	-	-
6-7	UTGO 2004-B(3)	5.250%	\$6,100.00	Ambac	\$6,100.00	\$6,100.00	\$6,100.00	\$6,100.00	\$6,100.00	-	-	-	-	-	-	-	-	-
8-9	UTGO 2004-B(4)	4.000%	\$3,035,000.00	Ambac	\$243,600.00	\$243,600.00	\$243,600.00	\$243,600.00	\$243,600.00	-	-	-	-	-	-	-	-	-
10-11	UTGO 2004-B(5)	5.250%	\$2,280,000.00	Ambac	\$243,600.00	\$243,600.00	\$243,600.00	\$243,600.00	\$243,600.00	-	-	-	-	-	-	-	-	-
12-13	UTGO 2004-B(6)	5.250%	\$2,000,000.00	Ambac	\$252,500.00	\$252,500.00	\$252,500.00	\$252,500.00	\$252,500.00	-	-	-	-	-	-	-	-	-
14-15	UTGO 2004-B(7)	5.250%	\$29,365,000.00	Ambac	\$758,081.25	\$758,081.25	\$841,206.25	\$841,206.25	\$841,206.25	\$302,200.00	\$52,500.00	\$52,500.00	\$52,500.00	\$52,500.00	\$52,500.00	\$52,500.00	\$52,500.00	\$52,500.00
16-17	UTGO 2004-B(8)	5.240%	\$575,000.00	Ambac	\$15,065.00	\$15,065.00	\$11,004.00	\$11,004.00	\$6,681.00	\$6,681.00	\$2,227.00	\$2,227.00	\$2,227.00	\$2,227.00	\$2,227.00	\$2,227.00	\$2,227.00	\$2,227.00
18-19	UTGO 2005-B	5.000%	\$2,290,000.00	Assured	\$57,250.00	\$57,250.00	\$60,125.00	\$60,125.00	\$60,125.00	-	-	-	-	-	-	-	-	-
20-21	UTGO 2005-B	5.000%	\$2,405,000.00	Assured	\$60,125.00	\$60,125.00	\$64,180.00	\$64,180.00	\$64,180.00	-	-	-	-	-	-	-	-	-
22-23	UTGO 2005-B	4.300%	\$2,520,000.00	Assured	\$64,180.00	\$64,180.00	\$68,875.00	\$68,875.00	\$68,875.00	-	-	-	-	-	-	-	-	-
24-25	UTGO 2005-B	5.000%	\$2,635,000.00	Assured	\$68,875.00	\$68,875.00	\$73,125.00	\$73,125.00	\$73,125.00	-	-	-	-	-	-	-	-	-
26-27	UTGO 2005-B	5.000%	\$2,745,000.00	Assured	\$73,125.00	\$73,125.00	\$77,500.00	\$77,500.00	\$77,500.00	-	-	-	-	-	-	-	-	-
28-29	UTGO 2005-B	5.000%	\$2,855,000.00	Assured	\$77,500.00	\$77,500.00	\$81,875.00	\$81,875.00	\$81,875.00	-	-	-	-	-	-	-	-	-
30-31	UTGO 2005-B	5.000%	\$2,965,000.00	Assured	\$81,875.00	\$81,875.00	\$86,250.00	\$86,250.00	\$86,250.00	-	-	-	-	-	-	-	-	-
32-33	UTGO 2005-B	5.000%	\$3,075,000.00	Assured	\$86,250.00	\$86,250.00	\$90,625.00	\$90,625.00	\$90,625.00	-	-	-	-	-	-	-	-	-
34-35	UTGO 2005-B	5.000%	\$3,185,000.00	Assured	\$90,625.00	\$90,625.00	\$95,000.00	\$95,000.00	\$95,000.00	-	-	-	-	-	-	-	-	-
36-37	UTGO 2005-B	5.000%	\$3,295,000.00	Assured	\$95,000.00	\$95,000.00	\$99,375.00	\$99,375.00	\$99,375.00	-	-	-	-	-	-	-	-	-
38-39	UTGO 2005-B	5.000%	\$3,405,000.00	Assured	\$99,375.00	\$99,375.00	\$103,750.00	\$103,750.00	\$103,750.00	-	-	-	-	-	-	-	-	-
40-41	UTGO 2005-B	5.000%	\$3,515,000.00	Assured	\$103,750.00	\$103,750.00	\$108,125.00	\$108,125.00	\$108,125.00	-	-	-	-	-	-	-	-	-
42-43	UTGO 2005-B	5.000%	\$3,625,000.00	Assured	\$108,125.00	\$108,125.00	\$112,500.00	\$112,500.00	\$112,500.00	-	-	-	-	-	-	-	-	-
44-45	UTGO 2005-B	5.000%	\$3,735,000.00	Assured	\$112,500.00	\$112,500.00	\$116,875.00	\$116,875.00	\$116,875.00	-	-	-	-	-	-	-	-	-
46-47	UTGO 2005-B	5.000%	\$3,845,000.00	Assured	\$116,875.00	\$116,875.00	\$121,250.00	\$121,250.00	\$121,250.00	-	-	-	-	-	-	-	-	-
48-49	UTGO 2005-B	5.000%	\$3,955,000.00	Assured	\$121,250.00	\$121,250.00	\$125,625.00	\$125,625.00	\$125,625.00	-	-	-	-	-	-	-	-	-
50-51	UTGO 2005-B	5.000%	\$4,065,000.00	Assured	\$125,625.00	\$125,625.00	\$130,000.00	\$130,000.00	\$130,000.00	-	-	-	-	-	-	-	-	-
52-53	UTGO 2005-B	5.000%	\$4,175,000.00	Assured	\$130,000.00	\$130,000.00	\$134,375.00	\$134,375.00	\$134,375.00	-	-	-	-	-	-	-	-	-
54-55	UTGO 2005-B	5.000%	\$4,285,000.00	Assured	\$134,375.00	\$134,375.00	\$138,750.00	\$138,750.00	\$138,750.00	-	-	-	-	-	-	-	-	-
56-57	UTGO 2005-B	5.000%	\$4,395,000.00	Assured	\$138,750.00	\$138,750.00	\$143,125.00	\$143,125.00	\$143,125.00	-	-	-	-	-	-	-	-	-
58-59	UTGO 2005-B	5.000%	\$4,505,000.00	Assured	\$143,125.00	\$143,125.00	\$147,500.00	\$147,500.00	\$147,500.00	-	-	-	-	-	-	-	-	-
60-61	UTGO 2005-B	5.000%	\$4,615,000.00	Assured	\$147,500.00	\$147,500.00	\$151,875.00	\$151,875.00	\$151,875.00	-	-	-	-	-	-	-	-	-
62-63	UTGO 2005-B	5.000%	\$4,725,000.00	Assured	\$151,875.00	\$151,875.00	\$156,250.00	\$156,250.00	\$156,250.00	-	-	-	-	-	-	-	-	-
64-65	UTGO 2005-B	5.000%	\$4,835,000.00	Assured	\$156,250.00	\$156,250.00	\$160,625.00	\$160,625.00	\$160,625.00	-	-	-	-	-	-	-	-	-
66-67	UTGO 2005-B	5.000%	\$4,945,000.00	Assured	\$160,625.00	\$160,625.00	\$165,000.00	\$165,000.00	\$165,000.00	-	-	-	-	-	-	-	-	-
68-69	UTGO 2005-B	5.000%	\$5,055,000.00	Assured	\$165,000.00	\$165,000.00	\$169,375.00	\$169,375.00	\$169,375.00	-	-	-	-	-	-	-	-	-
70-71	UTGO 2005-B	5.000%	\$5,165,000.00	Assured	\$169,375.00	\$169,375.00	\$173,750.00	\$173,750.00	\$173,750.00	-	-	-	-	-	-	-	-	-
72-73	UTGO 2005-B	5.000%	\$5,275,000.00	Assured	\$173,750.00	\$173,750.00	\$178,125.00	\$178,125.00	\$178,125.00	-	-	-	-	-	-	-	-	-
74-75	UTGO 2005-B	5.000%	\$5,385,000.00	Assured	\$178,125.00	\$178,125.00	\$182,500.00	\$182,500.00	\$182,500.00	-	-	-	-	-	-	-	-	-
76-77	UTGO 2005-B	5.000%	\$5,495,000.00	Assured	\$182,500.00	\$182,500.00	\$186,875.00	\$186,875.00	\$186,875.00	-	-	-	-	-	-	-	-	-
78-79	UTGO 2005-B	5.000%	\$5,605,000.00	Assured	\$186,875.00	\$186,875.00	\$191,250.00	\$191,250.00	\$191,250.00	-	-	-	-	-	-	-	-	-
80-81	UTGO 2005-B	5.000%	\$5,715,000.00	Assured	\$191,250.00	\$191,250.00	\$195,625.00	\$195,625.00	\$195,625.00	-	-	-	-	-	-	-	-	-
82-83	UTGO 2005-B	5.000%	\$5,825,000.00	Assured	\$195,625.00	\$195,625.00	\$200,000.00	\$200,000.00	\$200,000.00	-	-	-	-	-	-	-	-	-
84-85	UTGO 2005-B	5.000%	\$5,935,000.00	Assured	\$200,000.00	\$200,000.00	\$204,375.00	\$204,375.00	\$204,375.00	-	-	-	-	-	-	-	-	-
86-87	UTGO 2005-B	5.000%	\$6,045,000.00	Assured	\$204,375.00	\$204,375.00	\$208,750.00	\$208,750.00	\$208,750.00	-	-	-	-	-	-	-	-	-
88-89	UTGO 2005-B	5.000%	\$6,155,000.00	Assured	\$208,750.00	\$208,750.00	\$213,125.00	\$213,125.00	\$213,125.00	-	-	-	-	-	-	-	-	-
90-91	UTGO 2005-B	5.000%	\$6,265,000.00	Assured	\$213,125.00	\$213,125.00	\$217,500.00	\$217,500.00	\$217,500.00	-	-	-	-	-	-	-	-	-
92-93	UTGO 2005-B	5.000%	\$6,375,000.00	Assured	\$217,500.00	\$217,500.00	\$221,875.00	\$221,875.00	\$221,875.00	-	-	-	-	-	-	-	-	-
94-95	UTGO 2005-B	5.000%	\$6,485,000.00	Assured	\$221,875.00	\$221,875.00	\$226,250.00	\$226,250.00	\$226,250.00	-	-	-	-	-	-	-	-	-
96-97	UTGO 2005-B	5.000%	\$6,595,000.00	Assured	\$226,250.00	\$226,250.00	\$230,625.00	\$230,625.00	\$230,625.00	-	-	-	-	-	-	-	-	-
98-99	UTGO 2005-B	5.000%	\$6,705,000.00	Assured	\$230,625.00	\$230,625.00	\$235,000.00	\$235,000.00	\$235,000.00	-	-	-	-	-	-	-	-	-
100-101	UTGO 2005-B	5.000%	\$6,815,000.00	Assured	\$235,000.00	\$235,000.00	\$239,375.00	\$239,375.00	\$239,375.00	-	-	-	-	-	-	-	-	-
102-103	UTGO 2005-B	5.000%	\$6,925,000.00	Assured	\$239,375.00	\$239,375.00	\$243,750.00	\$243,750.00	\$243,750.00	-	-	-	-	-	-	-	-	-
104-105	UTGO 2005-B	5.000%	\$7,035,000.00	Assured	\$243,750.00	\$243,750.00	\$248,125.00	\$248,125.00	\$248,125.00	-	-	-	-	-	-	-	-	-
106-107	UTGO 2005-B	5.000%	\$7,145,000.00	Assured	\$248,125.00	\$248,125.00	\$252,500.00	\$252,500.00	\$252,500.00	-	-	-	-	-	-	-	-	-
108-109	UTGO 2005-B	5.000%	\$7,255,000.00	Assured	\$252,500.00	\$252,500.00	\$256,875.00	\$256,875.00	\$256,875.00	-	-	-	-	-	-	-	-	-
110-111	UTGO 2005-B	5.000%	\$7,365,000.00	Assured	\$256,875.00	\$256,875.00	\$261,250.00	\$261,250.00	\$261,250.00	-	-	-	-	-	-	-	-	-
112-113	UTGO 2005-B	5.000%	\$7,475,000.00	Assured	\$261,250.00	\$261,250.00	\$265,625.00	\$265,625.00	\$265,625.00	-	-	-	-	-	-	-	-	-
114-115	UTGO 2005-B	5.000%	\$7,585,000.00	Assured	\$265,625.00	\$265,625.00	\$270,000.00	\$270,000.00	\$270,000.00	-	-	-	-	-	-	-	-	-
116-117	UTGO 2005-B	5.000%	\$7,695,000.00	Assured	\$270,000.00	\$270,000.00	\$274,375.00	\$274,375.00	\$274,375.00	-	-	-	-	-	-	-	-	-
118-119	UTGO 2005-B	5.000%	\$7,805,000.00	Assured	\$274,375.00	\$274,375.00	\$278,750.00	\$278,750.00	\$278,750.00	-	-	-	-	-	-	-	-	-
120-121	UTGO 2005-B	5.000%	\$7,915,000.00	Assured	\$278,750.00	\$278,750.00	\$283,125.00	\$283,125.00	\$283,125.00	-	-	-	-	-	-	-	-	-
122-123	UTGO 2005-B	5.000%	\$8,025,000.00	Assured	\$283,125.00	\$283,125.00	\$287,500.00	\$287,500.00	\$287,500.00	-	-	-	-	-	-	-	-	-
124-125	UTGO 2005-B	5.000%	\$8,135,000.00	Assured	\$287,500.00	\$287,500.00	\$291,875.00	\$291,875.00	\$291,875.00	-	-	-	-	-	-	-	-	-
126-127	UTGO 2005-B	5.000%	\$8,245,000.00	Assured	\$291,875.00	\$291,875.00	\$296,250.00	\$296,250.00	\$296,250.00	-	-	-	-	-	-	-	-	-
128-129	UTGO 2005-B	5.000%	\$8,355,000.00	Assured	\$296,250.00	\$296,250.00	\$300,625.00	\$300,625.00	\$300,625.00	-	-	-	-	-	-	-	-	-
130-131	UTGO 2005-B	5.000%	\$8,465,000.00	Assured	\$300,625.00	\$300,625.00	\$305,000.00	\$305,000.00	\$305,000.00	-	-	-	-	-	-	-	-	-
132-133	UTGO 2005-B	5.000%	\$8,575,000.00	Assured	\$305,000.00	\$305,000.00												

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\* Subject to Mandatory Redemption

# UTGO Bond Series Debt Retirement Schedules

UTGO Bond Series	Principal	Rate	Insurer	10/1/21	4/1/22	10/1/22	4/1/23	10/1/23	4/1/24	10/1/24	4/1/25	10/1/25	4/1/26	10/1/26	4/1/27	10/1/27	4/1/28
UTGO 2004-B(1)																	
25100000	\$8,675,000.00	5.000%	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$9,105,000.00	5.250%	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$305,000.00	4.000%	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$9,280,000.00	5.250%	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$2,000,000.00	5.250%	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$29,365,000.00																
UTGO 2004-B(2)																	
25100000	\$575,000.00	5.240%	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$2,290,000.00	5.000%	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$2,405,000.00	5.000%	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$2,520,000.00	4.300%	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$2,635,000.00	5.000%	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$2,765,000.00	5.000%	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$5,000,000.00	5.000%	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$5,000,000.00	5.000%	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$125,000.00	5.000%	Assured	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00
25100000	\$125,000.00	5.000%	Assured	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00
25100000	\$500,000.00	5.000%	Assured	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00
25100000	\$42,615,000.00																
UTGO 2005-C																	
25100000	\$2,305,000.00	5.000%	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$2,425,000.00	5.000%	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$2,545,000.00	4.300%	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$2,670,000.00	5.000%	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$2,735,000.00	5.250%	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$2,885,000.00	5.250%	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$15,525,000.00																
UTGO 2008-A																	
25100000	\$2,875,000.00	5.000%	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$3,015,000.00	5.000%	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$3,170,000.00	5.000%	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$3,325,000.00	5.000%	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$3,460,000.00	5.000%	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$3,630,000.00	5.000%	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$3,815,000.00	5.000%	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$4,005,000.00	5.000%	Assured	\$100,125.00	\$100,125.00	\$100,125.00	\$100,125.00	\$100,125.00	\$100,125.00	\$100,125.00	\$100,125.00	\$100,125.00	\$100,125.00	\$100,125.00	\$100,125.00	\$100,125.00	\$100,125.00
25100000	\$8,620,000.00	5.000%	Assured	\$215,500.00	\$215,500.00	\$215,500.00	\$215,500.00	\$215,500.00	\$215,500.00	\$215,500.00	\$215,500.00	\$215,500.00	\$215,500.00	\$215,500.00	\$215,500.00	\$215,500.00	\$215,500.00
25100000	\$19,980,000.00	5.000%	Assured	\$499,500.00	\$499,500.00	\$499,500.00	\$499,500.00	\$499,500.00	\$499,500.00	\$499,500.00	\$499,500.00	\$499,500.00	\$499,500.00	\$499,500.00	\$499,500.00	\$499,500.00	\$499,500.00
25100000	\$55,895,000.00			\$815,125.00	\$815,125.00	\$815,125.00	\$815,125.00	\$815,125.00	\$815,125.00	\$815,125.00	\$815,125.00	\$815,125.00	\$815,125.00	\$815,125.00	\$815,125.00	\$815,125.00	\$815,125.00
UTGO 2008-B(1)																	
25100000	\$7,970,000.00	5.000%	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$3,440,000.00	5.000%	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$3,580,000.00	5.000%	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$3,790,000.00	5.000%	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$38,780,000.00																
UTGO 2008-B(2)																	
25100000	\$1,885,000.00	5.120%	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$1,985,000.00	5.420%	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$2,105,000.00	6.087%	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$2,240,000.00	6.337%	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25100000	\$2,370,000.00	7.188%	Ambac	\$221,570.10	\$114,828.30	\$114,828.30	\$114,828.30	\$114,828.30	\$114,828.30	\$114,828.30	\$114,828.30	\$114,828.30	\$114,828.30	\$114,828.30	\$114,828.30	\$114,828.30	\$114,828.30
25100000	\$7,885,000.00	8.360%	Ambac	\$3,259,097.83	\$3,259,097.83	\$3,259,097.83	\$3,259,097.83	\$3,259,097.83	\$3,259,097.83	\$3,259,097.83	\$3,259,097.83	\$3,259,097.83	\$3,259,097.83	\$3,259,097.83	\$3,259,097.83	\$3,259,097.83	\$3,259,097.83
25100000	\$10,000,000.00			\$3,480,667.93	\$3,373,926.13	\$3,373,926.13	\$3,373,926.13	\$3,373,926.13	\$3,373,926.13	\$3,373,926.13	\$3,373,926.13	\$3,373,926.13	\$3,373,926.13	\$3,373,926.13	\$3,373,926.13	\$3,373,926.13	\$3,373,926.13
25100000	\$430,910,000.00			\$5,666,639.55	\$5,559,896.75	\$5,559,896.75	\$5,559,896.75	\$5,559,896.75	\$5,559,896.75	\$5,559,896.75	\$5,559,896.75	\$5,559,896.75	\$5,559,896.75	\$5,559,896.75	\$5,559,896.75	\$5,559,896.75	\$5,559,896.75

\* Subject to Mandatory Redemption

# UTGO Bond Series Debt Retirement Schedules

CusIP	Maturity Date	Rate	Principal	Insurer	10/1/28	4/1/29	10/1/29	4/1/30	10/1/30	4/1/31	10/1/31	4/1/32	10/1/32	4/1/33	10/1/33	4/1/34	10/1/34	4/1/35	Total Interest	Total Principal & Interest
UTGO 2009-A																				
251003X3	4/1/15	5.250%	\$2,850,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$149,625.00	\$2,999,625.00
251003X1	4/1/16	5.000%	\$2,995,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$299,500.00	\$3,294,500.00
251003X2	4/1/17	5.000%	\$3,145,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$471,750.00	\$3,616,750.00
251003X4	4/1/18	5.000%	\$3,305,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$661,500.00	\$3,966,500.00
251003R2	4/1/19	5.000%	\$3,470,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$867,500.00	\$4,337,500.00
UTGO 2010-A(1)																				
251003X6	4/1/15	5.375%	\$5,940,000.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$310,275.00	\$6,250,275.00
251003X3	4/1/16	5.375%	\$6,260,000.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$672,950.00	\$6,932,950.00
251003L1	4/1/17	5.375%	\$6,600,000.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,064,250.00	\$7,664,250.00
251003M9	4/1/18	5.375%	\$14,000,000.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$3,010,000.00	\$17,010,000.00
251003N7	4/1/19	5.000%	\$14,000,000.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$3,500,000.00	\$17,500,000.00
251003P2	4/1/20	5.000%	\$14,000,000.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$4,200,000.00	\$18,200,000.00
251003Q0	4/1/21	5.000%	\$14,000,000.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$4,900,000.00	\$18,900,000.00
UTGO 2002																				
251003WV8	4/1/21	5.125%	\$3,240,000.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,162,350.00	\$4,402,350.00
251003W6	4/1/22	5.125%	\$3,405,000.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,396,050.00	\$4,801,050.00
UTGO 2003-A																				
251003X0	4/1/15	4.000%	\$100,000.00	Sincora	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$12,000.00	\$112,000.00
251003Q8	4/1/15	5.250%	\$2,550,000.00	Sincora	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$133,875.00	\$2,683,875.00
251003R6	4/1/16	5.250%	\$2,995,000.00	Sincora	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$314,475.00	\$3,309,475.00
251003S4	4/1/17	5.250%	\$3,150,000.00	Sincora	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$406,125.00	\$3,556,125.00
251003T2	4/1/18	5.250%	\$3,315,000.00	Sincora	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$466,125.00	\$3,781,125.00
251003U9	4/1/19	5.250%	\$3,490,000.00	Sincora	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$516,125.00	\$4,006,125.00
251003V7	4/1/20	4.500%	\$500,000.00	Sincora	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$135,000.00	\$635,000.00
251003W5	4/1/20	5.250%	\$3,175,000.00	Sincora	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,000,125.00	\$4,175,125.00
251003XX3	4/1/21	5.250%	\$3,860,000.00	Sincora	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,418,550.00	\$5,278,550.00
251003XY1	4/1/22	4.625%	\$500,000.00	Sincora	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$185,000.00	\$685,000.00
251003YA2	4/1/22	5.250%	\$3,565,000.00	Sincora	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,497,300.00	\$5,062,300.00
251003Z8	4/1/23	4.625%	\$1,500,000.00	Sincora	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$624,375.00	\$2,124,375.00
251003Z0	4/1/23	5.250%	\$3,775,000.00	Sincora	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,311,187.50	\$5,086,187.50
UTGO 2004-A(1)																				
251003XX2	4/1/19	5.250%	\$4,500,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,181,250.00	\$5,681,250.00
251003YY0	4/1/20	4.250%	\$185,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$47,175.00	\$232,175.00
251003YZ7	4/1/20	5.250%	\$6,085,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,916,775.00	\$8,001,775.00
251004A1	4/1/21	5.000%	\$6,600,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,310,000.00	\$8,910,000.00
251004B9	4/1/22	5.250%	\$6,930,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,910,600.00	\$9,840,600.00
251004C7	4/1/23	4.500%	\$375,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$151,875.00	\$526,875.00
251004D5	4/1/23	5.250%	\$6,920,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$3,269,700.00	\$10,189,700.00
251004E3	4/1/24	4.600%	\$785,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$361,100.00	\$1,146,100.00
251004F0	4/1/24	5.250%	\$5,890,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$3,617,250.00	\$9,507,250.00
UTGO 2005-A																				
251005G0	4/1/24	5.250%	\$39,270,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$15,765,725.00	\$55,035,725.00

\* Subject to Mandatory Redemption

# UTGO Bond Series Debt Retirement Schedules

CUSIP	Maturity Date	Rate	Principal	Insurer	10/1/28	4/1/29	10/1/29	4/1/30	10/1/30	4/1/31	10/1/31	4/1/32	10/1/32	4/1/33	10/1/33	4/1/34	10/1/34	4/1/35	10/1/35	Total Interest	Total Principal & Interest
UTGO 2004-B(1)																					
251000078	4/1/15	5.000%	\$8,675,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$433,750.00	\$9,108,750.00
251000086	4/1/16	5.250%	\$9,105,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$956,025.00	\$10,061,025.00
251000094	4/1/17	4.000%	\$305,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$36,600.00	\$341,600.00
251000122	4/1/17	5.250%	\$9,280,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,461,600.00	\$10,741,600.00
251000170	4/1/18	5.250%	\$2,000,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$420,000.00	\$2,420,000.00
			\$29,365,000.00		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$3,307,975.00	\$32,672,975.00
UTGO 2004-B(2)																					
251000001	4/1/19	5.250%	\$575,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$69,954.00	\$644,954.00
UTGO 2005-B																					
251000053	4/1/15	5.000%	\$2,290,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$114,500.00	\$2,404,500.00
251000061	4/1/16	5.000%	\$2,405,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$240,500.00	\$2,645,500.00
251000079	4/1/17	4.300%	\$2,520,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$325,080.00	\$2,845,080.00
251000087	4/1/18	5.000%	\$2,635,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$527,000.00	\$3,162,000.00
251000095	4/1/19	5.000%	\$2,765,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$691,250.00	\$3,456,250.00
251000129	4/1/20	5.000%	\$5,000,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,500,000.00	\$6,500,000.00
251000137	4/1/21	5.000%	\$5,000,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,750,000.00	\$6,750,000.00
251000145	4/1/22	5.000%	\$5,000,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,000,000.00	\$7,000,000.00
251000152	4/1/23	5.000%	\$5,000,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,250,000.00	\$7,250,000.00
251000160	4/1/24	5.000%	\$5,000,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,500,000.00	\$7,500,000.00
251000178	4/1/25	5.000%	\$5,000,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,750,000.00	\$7,750,000.00
			\$42,615,000.00		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$14,646,330.00	\$57,261,330.00
UTGO 2005-C																					
251000092	4/1/15	5.000%	\$2,305,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$115,250.00	\$2,420,250.00
251000125	4/1/16	5.000%	\$2,425,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$242,500.00	\$2,667,500.00
251000133	4/1/17	4.300%	\$2,545,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$328,305.00	\$2,873,305.00
251000141	4/1/18	5.000%	\$2,630,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$526,000.00	\$3,156,000.00
251000158	4/1/19	5.250%	\$2,735,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$711,937.50	\$3,446,937.50
251000166	4/1/20	5.250%	\$3,525,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$908,775.00	\$4,433,775.00
			\$15,525,000.00		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,838,767.50	\$18,363,767.50
UTGO 2008-A																					
251000156	4/1/15	5.000%	\$2,875,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$143,750.00	\$3,018,750.00
251000164	4/1/16	5.000%	\$3,015,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$301,500.00	\$3,316,500.00
251000172	4/1/17	5.000%	\$3,170,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$475,500.00	\$3,645,500.00
251000180	4/1/18	4.000%	\$3,325,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$532,000.00	\$3,857,000.00
251000198	4/1/19	5.000%	\$3,460,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$865,000.00	\$4,325,000.00
251000212	4/1/20	5.000%	\$3,630,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,089,000.00	\$4,719,000.00
251000230	4/1/21	5.000%	\$3,815,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,335,250.00	\$5,150,250.00
251000248	4/1/21	5.000%	\$4,005,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,602,000.00	\$5,607,000.00
251000255	4/1/22	5.000%	\$8,620,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$4,099,750.00	\$12,719,750.00
251000263	4/1/28	5.000%	\$19,980,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$12,548,250.00	\$32,528,250.00
			\$55,895,000.00		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$22,992,000.00	\$78,887,000.00
UTGO 2008-B(1)																					
251000153	4/1/15	5.000%	\$7,970,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$398,500.00	\$8,368,500.00
251000161	4/1/16	5.000%	\$3,440,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$344,000.00	\$3,784,000.00
251000179	4/1/17	5.000%	\$3,580,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$577,000.00	\$4,157,000.00
251000187	4/1/18	5.000%	\$3,790,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$758,000.00	\$4,548,000.00
			\$18,780,000.00		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,037,500.00	\$20,817,500.00
UTGO 2008-A																					
251000159	11/1/14	5.120%	\$1,885,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$48,340.83	\$1,933,340.83
251000167	11/1/15	5.420%	\$1,985,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$161,448.48	\$2,146,448.48
251000175	11/1/16	6.087%	\$2,105,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$320,328.38	\$2,425,328.38
251000183	11/1/17	6.377%	\$2,240,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$496,820.80	\$2,736,820.80
251000191	11/1/22	7.188%	\$13,900,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$6,637,758.60	\$20,537,758.60
251000199	11/1/22	7.188%	\$13,900,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$108,522,887.58	\$126,422,887.58
251000206	11/1/25	8.369%	\$77,885,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$106,177,184.65	\$184,060,177.184.65
			\$100,000,000.00		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$20,261,973.65	\$120,261,973.65
			\$430,910,000.00		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$20,261,973.65	\$640,171,973.65

Total  
\* Subject to Mandatory Redemption

# UTGO Series - Prior Bonds

## Bond Series Subject to Mandatory Redemption

Issuance: 2004-B(2)										Issuance: 2008-A									
CUSIP 510932X1					Mandatory Redemption					CUSIP 251093N63					Mandatory Redemption				
Date	Insurer	Fiscal Year	Amounts	Outstanding	Rate	Interest				Date	Insurer	Fiscal Year	Amounts	Outstanding	Rate	Interest			
10/1/14	Ambac	6/30/15	-	\$575,000.00	5.240%	\$15,065.00				10/1/14	Assured	6/30/15	-	\$19,980,000.00	5.000%	\$499,500.00			
4/1/15	Ambac	6/30/15	\$155,000.00	\$420,000.00	5.240%	\$15,065.00				4/1/15	Assured	6/30/15	-	\$19,980,000.00	5.000%	\$499,500.00			
10/1/15	Ambac	6/30/16	-	\$420,000.00	5.240%	\$11,004.00				10/1/15	Assured	6/30/16	-	\$19,980,000.00	5.000%	\$499,500.00			
4/1/16	Ambac	6/30/16	\$165,000.00	\$255,000.00	5.240%	\$11,004.00				4/1/16	Assured	6/30/16	-	\$19,980,000.00	5.000%	\$499,500.00			
10/1/16	Ambac	6/30/17	-	\$255,000.00	5.240%	\$6,681.00				10/1/16	Assured	6/30/17	-	\$19,980,000.00	5.000%	\$499,500.00			
4/1/17	Ambac	6/30/17	\$170,000.00	\$85,000.00	5.240%	\$6,681.00				4/1/17	Assured	6/30/17	-	\$19,980,000.00	5.000%	\$499,500.00			
10/1/17	Ambac	6/30/18	-	\$85,000.00	5.240%	\$2,227.00				10/1/17	Assured	6/30/18	-	\$19,980,000.00	5.000%	\$499,500.00			
4/1/18	Ambac	6/30/18	\$85,000.00	\$0.00	5.240%	\$2,227.00				4/1/18	Assured	6/30/18	-	\$19,980,000.00	5.000%	\$499,500.00			
Total				\$575,000.00		\$69,954.00													
Issuance: 2008-A																			
Date	Insurer	Fiscal Year	Amounts	Outstanding	Rate	Interest				Date	Insurer	Fiscal Year	Amounts	Outstanding	Rate	Interest			
10/1/14	Assured	6/30/15	-	\$8,620,000.00	5.000%	\$215,500.00				10/1/2022	Assured	6/30/23	-	\$19,980,000.00	5.000%	\$499,500.00			
4/1/15	Assured	6/30/15	-	\$8,620,000.00	5.000%	\$215,500.00				4/1/2023	Assured	6/30/23	-	\$19,980,000.00	5.000%	\$499,500.00			
10/1/15	Assured	6/30/16	-	\$8,620,000.00	5.000%	\$215,500.00				10/1/2023	Assured	6/30/24	-	\$19,980,000.00	5.000%	\$499,500.00			
4/1/16	Assured	6/30/16	-	\$8,620,000.00	5.000%	\$215,500.00				4/1/2024	Assured	6/30/24	-	\$19,980,000.00	5.000%	\$499,500.00			
10/1/16	Assured	6/30/17	-	\$8,620,000.00	5.000%	\$215,500.00				10/1/2024	Assured	6/30/25	-	\$19,980,000.00	5.000%	\$499,500.00			
4/1/17	Assured	6/30/17	-	\$8,620,000.00	5.000%	\$215,500.00				4/1/2025	Assured	6/30/25	\$4,635,000.00	\$15,345,000.00	5.000%	\$383,625.00			
10/1/17	Assured	6/30/18	-	\$8,620,000.00	5.000%	\$215,500.00				10/1/2025	Assured	6/30/26	-	\$15,345,000.00	5.000%	\$383,625.00			
4/1/18	Assured	6/30/18	-	\$8,620,000.00	5.000%	\$215,500.00				4/1/2026	Assured	6/30/26	\$4,870,000.00	\$10,475,000.00	5.000%	\$261,875.00			
10/1/18	Assured	6/30/19	-	\$8,620,000.00	5.000%	\$215,500.00				10/1/2026	Assured	6/30/27	-	\$10,475,000.00	5.000%	\$261,875.00			
4/1/19	Assured	6/30/19	-	\$8,620,000.00	5.000%	\$215,500.00				4/1/2027	Assured	6/30/27	\$5,110,000.00	\$5,365,000.00	5.000%	\$134,125.00			
10/1/19	Assured	6/30/20	-	\$8,620,000.00	5.000%	\$215,500.00				10/1/2027	Assured	6/30/28	-	\$5,365,000.00	5.000%	\$134,125.00			
4/1/20	Assured	6/30/20	-	\$8,620,000.00	5.000%	\$215,500.00				4/1/2028	Assured	6/30/28	\$5,365,000.00	-	5.000%	\$134,125.00			
10/1/20	Assured	6/30/21	-	\$8,620,000.00	5.000%	\$215,500.00				Total							\$19,980,000.00		\$12,548,250.00
4/1/21	Assured	6/30/21	-	\$8,620,000.00	5.000%	\$215,500.00													
10/1/21	Assured	6/30/22	-	\$8,620,000.00	5.000%	\$215,500.00													
4/1/22	Assured	6/30/22	-	\$8,620,000.00	5.000%	\$215,500.00													
10/1/2022	Assured	6/30/23	-	\$8,620,000.00	5.000%	\$215,500.00													
4/1/2023	Assured	6/30/23	\$4,205,000.00	\$4,415,000.00	5.000%	\$215,500.00													
10/1/2023	Assured	6/30/24	-	\$4,415,000.00	5.000%	\$110,375.00													
4/1/2024	Assured	6/30/24	\$4,415,000.00	-	5.000%	\$110,375.00													
Total				\$8,620,000.00		\$4,099,750.00													

# UTGO Series - 2010A

## Bond Series Subject to Mandatory Redemption

Issuance: 2010-A									
CUSIP		59447PDA6							
Date	Insurer	Fiscal Year	Mandatory Redemption Amounts	Outstanding	Rate	Interest			
11/1/14	Ambac	6/30/15	-	\$77,885,000.00	8.369%	\$3,259,097.83			
5/1/15	Ambac	6/30/15	-	\$77,885,000.00	8.369%	\$3,259,097.83			
11/1/15	Ambac	6/30/16	-	\$77,885,000.00	8.369%	\$3,259,097.83			
5/1/16	Ambac	6/30/16	-	\$77,885,000.00	8.369%	\$3,259,097.83			
11/1/16	Ambac	6/30/17	-	\$77,885,000.00	8.369%	\$3,259,097.83			
5/1/17	Ambac	6/30/17	-	\$77,885,000.00	8.369%	\$3,259,097.83			
11/1/17	Ambac	6/30/18	-	\$77,885,000.00	8.369%	\$3,259,097.83			
5/1/18	Ambac	6/30/18	-	\$77,885,000.00	8.369%	\$3,259,097.83			
11/1/18	Ambac	6/30/19	-	\$77,885,000.00	8.369%	\$3,259,097.83			
5/1/19	Ambac	6/30/19	-	\$77,885,000.00	8.369%	\$3,259,097.83			
11/1/19	Ambac	6/30/20	-	\$77,885,000.00	8.369%	\$3,259,097.83			
5/1/20	Ambac	6/30/20	-	\$77,885,000.00	8.369%	\$3,259,097.83			
11/1/20	Ambac	6/30/21	-	\$77,885,000.00	8.369%	\$3,259,097.83			
5/1/21	Ambac	6/30/21	-	\$77,885,000.00	8.369%	\$3,259,097.83			
11/1/21	Ambac	6/30/22	-	\$77,885,000.00	8.369%	\$3,259,097.83			
5/1/22	Ambac	6/30/22	-	\$77,885,000.00	8.369%	\$3,259,097.83			
11/1/22	Ambac	6/30/23	-	\$77,885,000.00	8.369%	\$3,259,097.83			
5/1/23	Ambac	6/30/23	-	\$77,885,000.00	8.369%	\$3,259,097.83			
11/1/23	Ambac	6/30/24	\$3,455,000.00	\$74,430,000.00	8.369%	\$3,114,523.35			
5/1/24	Ambac	6/30/24	-	\$74,430,000.00	8.369%	\$3,114,523.35			
11/1/24	Ambac	6/30/25	\$3,755,000.00	\$70,675,000.00	8.369%	\$2,957,395.38			
5/1/25	Ambac	6/30/25	-	\$70,675,000.00	8.369%	\$2,957,395.38			
11/1/25	Ambac	6/30/26	\$4,085,000.00	\$66,590,000.00	8.369%	\$2,786,458.55			
5/1/26	Ambac	6/30/26	-	\$66,590,000.00	8.369%	\$2,786,458.55			
11/1/26	Ambac	6/30/27	\$4,440,000.00	\$62,150,000.00	8.369%	\$2,600,666.75			
5/1/27	Ambac	6/30/27	-	\$62,150,000.00	8.369%	\$2,600,666.75			
11/1/27	Ambac	6/30/28	\$4,825,000.00	\$57,325,000.00	8.369%	\$2,398,764.63			
5/1/28	Ambac	6/30/28	-	\$57,325,000.00	8.369%	\$2,398,764.63			
11/1/28	Ambac	6/30/29	\$5,250,000.00	\$52,075,000.00	8.369%	\$2,179,078.38			
5/1/29	Ambac	6/30/29	-	\$52,075,000.00	8.369%	\$2,179,078.38			
11/1/29	Ambac	6/30/30	\$5,705,000.00	\$46,370,000.00	8.369%	\$1,940,352.65			
5/1/30	Ambac	6/30/30	-	\$46,370,000.00	8.369%	\$1,940,352.65			
11/1/30	Ambac	6/30/31	\$6,205,000.00	\$40,165,000.00	8.369%	\$1,680,704.43			
5/1/31	Ambac	6/30/31	-	\$40,165,000.00	8.369%	\$1,680,704.43			
11/1/31	Ambac	6/30/32	\$6,750,000.00	\$33,415,000.00	8.369%	\$1,398,250.68			
5/1/32	Ambac	6/30/32	-	\$33,415,000.00	8.369%	\$1,398,250.68			
11/1/32	Ambac	6/30/33	\$7,335,000.00	\$26,080,000.00	8.369%	\$1,091,317.60			
5/1/33	Ambac	6/30/33	-	\$26,080,000.00	8.369%	\$1,091,317.60			
11/1/33	Ambac	6/30/34	\$7,975,000.00	\$18,105,000.00	8.369%	\$757,603.73			
5/1/34	Ambac	6/30/34	-	\$18,105,000.00	8.369%	\$757,603.73			
11/1/34	Ambac	6/30/35	\$8,675,000.00	\$9,430,000.00	8.369%	\$394,598.35			
5/1/35	Ambac	6/30/35	-	\$9,430,000.00	8.369%	\$394,598.35			
11/1/35	Ambac	6/30/36	\$9,430,000.00	-	8.369%	\$108,522,287.58			
Total				\$77,885,000.00					

Issuance: 2010-A									
CUSIP		447PDB4							
Date	Insurer	Fiscal Year	Mandatory Redemption Amounts	Outstanding	Rate	Interest			
11/1/14	Ambac	6/30/15	-	\$13,900,000.00	7.188%	\$499,566.00			
5/1/15	Ambac	6/30/15	-	\$13,900,000.00	7.188%	\$499,566.00			
11/1/15	Ambac	6/30/16	-	\$13,900,000.00	7.188%	\$499,566.00			
5/1/16	Ambac	6/30/16	-	\$13,900,000.00	7.188%	\$499,566.00			
11/1/16	Ambac	6/30/17	-	\$13,900,000.00	7.188%	\$499,566.00			
5/1/17	Ambac	6/30/17	-	\$13,900,000.00	7.188%	\$499,566.00			
11/1/17	Ambac	6/30/18	-	\$13,900,000.00	7.188%	\$499,566.00			
5/1/18	Ambac	6/30/18	-	\$13,900,000.00	7.188%	\$499,566.00			
11/1/18	Ambac	6/30/19	\$2,395,000.00	\$11,505,000.00	7.188%	\$413,489.70			
5/1/19	Ambac	6/30/19	-	\$11,505,000.00	7.188%	\$413,489.70			
11/1/19	Ambac	6/30/20	\$2,575,000.00	\$8,930,000.00	7.188%	\$320,944.20			
5/1/20	Ambac	6/30/20	-	\$8,930,000.00	7.188%	\$320,944.20			
11/1/20	Ambac	6/30/21	\$2,765,000.00	\$6,165,000.00	7.188%	\$221,570.10			
5/1/21	Ambac	6/30/21	-	\$6,165,000.00	7.188%	\$221,570.10			
11/1/21	Ambac	6/30/22	\$2,970,000.00	\$3,195,000.00	7.188%	\$114,828.30			
5/1/22	Ambac	6/30/22	-	\$3,195,000.00	7.188%	\$114,828.30			
11/1/22	Ambac	6/30/23	\$3,195,000.00	-	7.188%	\$6,637,758.60			
Total				\$13,900,000.00					

**EXHIBIT B**  
**MUNICIPAL OBLIGATION**

**UTGO Series 2014 DSA Fourth Lien Restructured Bonds - Debt Service**

[illegible]

\* Subject to Mandatory Redemption

Maturity Date	Rate	Principal	Insurer	10/1/14	4/1/15	10/1/15	4/1/16	10/1/16	4/1/17	10/1/17	4/1/18	10/1/18	4/1/19	10/1/19	4/1/20	10/1/20	4/1/21
2004-B(1)																	
2004-B(1)	5.000%	\$7,538,575.00	Ambac	\$188,464.38	\$188,464.38	\$207,696.43	\$207,696.43	\$5,300.90	\$5,300.90	\$5,300.90	\$211,688.40	\$211,688.40	\$45,622.50	\$45,622.50	\$187,269.50	\$187,269.50	\$187,269.50
2004-B(1)	5.250%	\$7,912,245.00	Ambac	\$207,696.43	\$207,696.43	\$5,300.90	\$5,300.90	\$5,300.90	\$5,300.90	\$5,300.90	\$211,688.40	\$211,688.40	\$45,622.50	\$45,622.50	\$187,269.50	\$187,269.50	\$187,269.50
2004-B(1)	4.000%	\$265,045.00	Ambac	\$5,300.90	\$5,300.90	\$5,300.90	\$5,300.90	\$5,300.90	\$5,300.90	\$5,300.90	\$211,688.40	\$211,688.40	\$45,622.50	\$45,622.50	\$187,269.50	\$187,269.50	\$187,269.50
2004-B(1)	5.250%	\$8,064,320.00	Ambac	\$211,688.40	\$211,688.40	\$5,300.90	\$5,300.90	\$5,300.90	\$5,300.90	\$5,300.90	\$211,688.40	\$211,688.40	\$45,622.50	\$45,622.50	\$187,269.50	\$187,269.50	\$187,269.50
2004-B(1)	5.250%	\$17,738,000.00	Ambac	\$45,622.50	\$45,622.50	\$45,622.50	\$45,622.50	\$45,622.50	\$45,622.50	\$45,622.50	\$45,622.50	\$45,622.50	\$45,622.50	\$45,622.50	\$45,622.50	\$45,622.50	\$45,622.50
2004-B(2)																	
2004-B(2)	5.250%	\$25,518,185.00	Ambac	\$658,772.61	\$658,772.61	\$470,308.23	\$470,308.23	\$262,611.80	\$262,611.80	\$262,611.80	\$45,622.50	\$45,622.50	\$45,622.50	\$45,622.50	\$45,622.50	\$45,622.50	\$45,622.50
2005-B																	
2005-B	5.000%	\$1,990,010.00	Assured	\$49,750.25	\$49,750.25	\$52,248.63	\$52,248.63	\$47,082.42	\$47,082.42	\$47,082.42	\$57,245.38	\$57,245.38	\$60,069.63	\$60,069.63	\$108,625.00	\$108,625.00	\$108,625.00
2005-B	5.000%	\$2,089,945.00	Assured	\$52,248.63	\$52,248.63	\$47,082.42	\$47,082.42	\$57,245.38	\$57,245.38	\$57,245.38	\$60,069.63	\$60,069.63	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00
2005-B	4.300%	\$2,189,880.00	Assured	\$47,082.42	\$47,082.42	\$57,245.38	\$57,245.38	\$60,069.63	\$60,069.63	\$60,069.63	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00
2005-B	5.000%	\$2,289,815.00	Assured	\$57,245.38	\$57,245.38	\$60,069.63	\$60,069.63	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00
2005-B	5.000%	\$2,402,785.00	Assured	\$60,069.63	\$60,069.63	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00
2005-B	5.000%	\$4,345,000.00	Assured	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00
2005-B	5.000%	\$4,345,000.00	Assured	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00
2005-B	5.000%	\$4,345,000.00	Assured	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00
2005-B	5.000%	\$4,345,000.00	Assured	\$108,625.00	\$108,625.00	\$10											



# UTGO Series 2014 DSA Fourth Lien Restructured Bonds - Debt Service

Series	Maturity Date	Rate	Principal	Insurer	10/1/21	4/1/22	10/1/22	4/1/23	10/1/23	4/1/24	10/1/24	4/1/25	10/1/25	4/1/26	10/1/26	4/1/27	10/1/27	4/1/28	Total Interest	Total Principal & Interest
2004-B(1)																				
251033ZP8	4/1/15	5.000%	\$7,538,575.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$376,928.75	\$7,915,503.75
251033ZP9	4/1/16	5.250%	\$7,912,245.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$830,785.73	\$8,743,030.73
251033ZP0	4/1/17	4.000%	\$265,045.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$31,805.40	\$296,850.40
251033ZP1	4/1/17	4.000%	\$8,064,320.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,270,130.40	\$9,334,450.40
251033ZS2	4/1/17	5.250%	\$1,738,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$364,980.00	\$2,102,980.00
251033ZT0	4/1/18	5.250%	\$25,518,185.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,874,630.28	\$28,392,815.28
2004-B(2)																				
251033X1	4/1/19	5.240%	\$499,675.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$60,790.03	\$560,465.03
2005-B																				
251033G53	4/1/15	5.000%	\$1,990,010.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$99,500.50	\$2,089,510.50
251033G61	4/1/16	5.000%	\$2,089,945.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$208,994.50	\$2,298,939.50
251033G79	4/1/17	4.300%	\$2,189,880.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$282,494.52	\$2,472,374.52
251033G87	4/1/18	5.000%	\$2,289,815.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$457,963.00	\$2,747,778.00
251033G95	4/1/19	5.000%	\$2,402,785.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$600,696.25	\$3,003,481.25
251093H29	4/1/20	5.000%	\$4,345,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,303,500.00	\$5,648,500.00
251093H37	4/1/21	5.000%	\$4,345,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,520,750.00	\$5,865,750.00
251093H45	4/1/22	5.000%	\$4,345,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,738,000.00	\$6,083,000.00
251093H52	4/1/23	5.000%	\$4,345,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,955,250.00	\$6,300,250.00
251093H60	4/1/24	5.000%	\$4,345,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,172,500.00	\$6,517,500.00
251093H78	4/1/25	5.000%	\$4,345,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,389,750.00	\$6,734,750.00
251093H86	4/1/26	5.000%	\$37,032,435.00	Assured	\$434,500.00	\$434,500.00	\$325,875.00	\$325,875.00	\$217,250.00	\$217,250.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$12,729,398.77	\$49,761,833.77
2005-C																				
251033J92	4/1/15	5.000%	\$2,003,045.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$100,152.25	\$2,103,197.25
251033K25	4/1/16	5.000%	\$2,107,325.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$210,732.50	\$2,318,057.50
251033K33	4/1/17	4.300%	\$2,211,605.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$285,297.05	\$2,496,902.05
251033K41	4/1/18	5.000%	\$2,285,470.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$457,094.00	\$2,742,564.00
251033K58	4/1/19	5.250%	\$2,376,715.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$623,887.69	\$3,000,602.69
251033K66	4/1/20	5.250%	\$2,507,065.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$789,725.48	\$3,296,790.48
2008-A																				
251033M56	4/1/15	5.000%	\$2,408,375.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$124,918.75	\$2,623,293.75
251033M64	4/1/16	5.000%	\$2,620,035.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$262,003.50	\$2,882,038.50
251033M72	4/1/17	5.000%	\$2,754,730.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$413,209.50	\$3,167,939.50
251033M80	4/1/18	4.000%	\$2,889,425.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$462,308.00	\$3,351,733.00
251033M98	4/1/19	5.000%	\$3,006,740.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$751,685.00	\$3,758,425.00
251033N22	4/1/20	5.000%	\$3,154,470.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$946,341.00	\$4,100,811.00
251033N30	4/1/21	5.000%	\$3,315,235.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,160,332.25	\$4,475,567.25
251033N38	4/1/22	5.000%	\$3,480,345.00	Assured	\$87,008.63	\$87,008.63	\$187,269.50	\$187,269.50	\$95,915.88	\$95,915.88	\$434,065.50	\$434,065.50	\$434,065.50	\$434,065.50	\$434,065.50	\$434,065.50	\$434,065.50	\$434,065.50	\$1,392,138.00	\$4,872,483.00
251033N55	4/1/24	5.000%	\$7,490,780.00	Assured	\$187,269.50	\$187,269.50	\$187,269.50	\$187,269.50	\$434,065.50	\$434,065.50	\$434,065.50	\$434,065.50	\$434,065.50	\$434,065.50	\$434,065.50	\$434,065.50	\$434,065.50	\$434,065.50	\$3,562,682.75	\$11,053,462.75
251033N63	4/1/28	5.000%	\$17,362,620.00	Assured	\$434,065.50	\$434,065.50	\$434,065.50	\$434,065.50	\$529,981.38	\$529,981.38	\$529,981.38	\$529,981.38	\$529,981.38	\$529,981.38	\$529,981.38	\$529,981.38	\$529,981.38	\$529,981.38	\$10,904,429.25	\$28,267,049.25
2008-B(1)																				
251033P53	4/1/15	5.000%	\$6,925,930.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$346,296.50	\$7,272,226.50
251033P61	4/1/16	5.000%	\$2,989,360.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$298,936.00	\$3,288,296.00
251033P79	4/1/17	5.000%	\$3,111,020.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$466,653.00	\$3,577,673.00
251033P87	4/1/18	5.000%	\$3,293,510.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$658,702.00	\$3,952,212.00
2008-B(2)																				
251033R87	4/1/18	5.000%	\$16,319,820.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,770,587.50	\$18,090,407.50
2008-B(3)																				
251033S53	4/1/15	5.000%	\$287,560,790.00	Assured	\$1,899,608.47	\$1,899,608.47	\$1,899,608.47	\$1,899,608.47	\$920,090.68	\$920,090.68	\$542,690.50	\$542,690.50	\$542,690.50	\$542,690.50	\$542,690.50	\$542,690.50	\$542,690.50	\$542,690.50	\$80,881,991.64	\$368,442,781.64

Subject to Mandatory Redemption

# UTGO Series 2014 DSA Fourth Lien Restructured Bonds - Debt Service

## Bond Series Subject to Mandatory Redemption

Issuance: 2004-B(2)										Issuance: 2008-A									
CUSIP 251093ZX1					Mandatory Redemption					CUSIP 251093N63					Mandatory Redemption				
Date	Insurer	Fiscal Year	Amounts	Outstanding	Rate	Interest	Date	Insurer	Fiscal Year	Amounts	Outstanding	Rate	Interest						
10/1/14	Ambac	6/30/15	-	\$499,675.00	5.240%	\$13,091.49	10/1/14	Assured	6/30/15	-	\$17,362,620.00	5.000%	\$434,065.50						
4/1/15	Ambac	6/30/15	\$134,695.00	\$364,980.00	5.240%	\$13,091.49	4/1/15	Assured	6/30/15	-	\$17,362,620.00	5.000%	\$434,065.50						
10/1/15	Ambac	6/30/16	-	\$364,980.00	5.240%	\$9,562.48	10/1/15	Assured	6/30/16	-	\$17,362,620.00	5.000%	\$434,065.50						
4/1/16	Ambac	6/30/16	\$143,385.00	\$221,595.00	5.240%	\$9,562.48	4/1/16	Assured	6/30/16	-	\$17,362,620.00	5.000%	\$434,065.50						
10/1/16	Ambac	6/30/17	-	\$221,595.00	5.240%	\$5,805.79	10/1/16	Assured	6/30/17	-	\$17,362,620.00	5.000%	\$434,065.50						
4/1/17	Ambac	6/30/17	\$147,730.00	\$73,865.00	5.240%	\$5,805.79	4/1/17	Assured	6/30/17	-	\$17,362,620.00	5.000%	\$434,065.50						
10/1/17	Ambac	6/30/18	-	\$73,865.00	5.240%	\$1,935.26	10/1/17	Assured	6/30/18	-	\$17,362,620.00	5.000%	\$434,065.50						
4/1/18	Ambac	6/30/18	\$499,675.00	-	5.240%	\$1,935.26	4/1/18	Assured	6/30/18	-	\$17,362,620.00	5.000%	\$434,065.50						
Total				\$60,790.03	Total						\$10,904,429.25								
Issuance: 2008-A										Issuance: 2008-A									
CUSIP 251093N55					Mandatory Redemption					CUSIP 251093N63					Mandatory Redemption				
Date	Insurer	Fiscal Year	Amounts	Outstanding	Rate	Interest	Date	Insurer	Fiscal Year	Amounts	Outstanding	Rate	Interest						
10/1/14	Assured	6/30/15	-	\$7,490,780.00	5.000%	\$187,269.50	10/1/2022	Assured	6/30/23	-	\$17,362,620.00	5.000%	\$434,065.50						
4/1/15	Assured	6/30/15	-	\$7,490,780.00	5.000%	\$187,269.50	4/1/2023	Assured	6/30/23	-	\$17,362,620.00	5.000%	\$434,065.50						
10/1/15	Assured	6/30/16	-	\$7,490,780.00	5.000%	\$187,269.50	10/1/2023	Assured	6/30/24	-	\$17,362,620.00	5.000%	\$434,065.50						
4/1/16	Assured	6/30/16	-	\$7,490,780.00	5.000%	\$187,269.50	4/1/2024	Assured	6/30/24	-	\$17,362,620.00	5.000%	\$434,065.50						
10/1/16	Assured	6/30/17	-	\$7,490,780.00	5.000%	\$187,269.50	10/1/2024	Assured	6/30/25	-	\$17,362,620.00	5.000%	\$434,065.50						
4/1/17	Assured	6/30/17	-	\$7,490,780.00	5.000%	\$187,269.50	4/1/2025	Assured	6/30/25	\$4,027,815.00	\$13,334,805.00	5.000%	\$333,370.13						
10/1/17	Assured	6/30/18	-	\$7,490,780.00	5.000%	\$187,269.50	10/1/2025	Assured	6/30/26	-	\$13,334,805.00	5.000%	\$333,370.13						
4/1/18	Assured	6/30/18	-	\$7,490,780.00	5.000%	\$187,269.50	4/1/2026	Assured	6/30/26	\$4,232,030.00	\$9,102,775.00	5.000%	\$227,569.38						
10/1/18	Assured	6/30/19	-	\$7,490,780.00	5.000%	\$187,269.50	10/1/2026	Assured	6/30/27	-	\$9,102,775.00	5.000%	\$227,569.38						
4/1/19	Assured	6/30/19	-	\$7,490,780.00	5.000%	\$187,269.50	4/1/2027	Assured	6/30/27	\$4,440,590.00	\$4,662,185.00	5.000%	\$116,554.63						
10/1/19	Assured	6/30/20	-	\$7,490,780.00	5.000%	\$187,269.50	10/1/2027	Assured	6/30/28	-	\$4,662,185.00	5.000%	\$116,554.63						
4/1/20	Assured	6/30/20	-	\$7,490,780.00	5.000%	\$187,269.50	4/1/2028	Assured	6/30/28	\$4,662,185.00	-	5.000%	-						
Total				\$7,490,780.00	Total				\$17,362,620.00										
Total										Total									
				\$3,836,635															
				\$7,490,780.00															
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**EXHIBIT C**  
**STUB UTGO BONDS**

## UTGO Series STUB Bonds - Debt Service

[illegible]

# UTGO Series STUB Bonds - Debt Service

UTGO Series	Maturity Date	Rate	Principal	Insurer	10/1/14	4/1/15	10/1/15	4/1/16	10/1/16	4/1/17	10/1/17	4/1/18	10/1/18	4/1/19	10/1/19	4/1/20	10/1/20	4/1/21
2004-B(1)																		
2004-B(1)	4/1/15	5.000%	\$1,136,425.00	Ambac	\$28,410.63	\$28,410.63	-	-	-	-	-	-	-	-	-	-	-	-
2004-B(1)	4/1/16	5.250%	\$1,192,755.00	Ambac	\$31,309.82	\$31,309.82	\$31,309.82	\$31,309.82	\$799.10	\$799.10	-	-	-	-	-	-	-	-
2004-B(1)	4/1/17	4.000%	\$99,955.00	Ambac	\$799.10	\$799.10	\$799.10	\$799.10	\$31,911.60	\$31,911.60	\$31,911.60	\$6,877.50	\$6,877.50	-	-	-	-	-
2004-B(1)	4/1/17	5.250%	\$1,215,680.00	Ambac	\$31,911.60	\$31,911.60	\$31,911.60	\$31,911.60	\$6,877.50	\$6,877.50	\$6,877.50	\$6,877.50	\$6,877.50	-	-	-	-	-
2004-B(1)	4/1/18	5.250%	\$262,000.00	Ambac	\$6,877.50	\$6,877.50	\$6,877.50	\$6,877.50	\$6,877.50	\$6,877.50	\$6,877.50	\$6,877.50	\$6,877.50	-	-	-	-	-
2004-B(1)	4/1/18	5.250%	\$3,846,815.00	Ambac	\$99,306.64	\$99,306.64	\$70,898.02	\$70,898.02	\$39,588.20	\$39,588.20	\$6,877.50	\$6,877.50	\$6,877.50	-	-	-	-	-
2004-B(2)																		
2004-B(2)	4/1/19	5.240%	\$75,325.00	Ambac	\$1,973.52	\$1,973.52	\$1,441.52	\$1,441.52	\$875.21	\$875.21	\$291.74	\$291.74	-	-	-	-	-	-
2005-B																		
2005-B	4/1/15	5.000%	\$299,990.00	Assured	\$7,499.75	\$7,499.75	-	-	-	-	-	-	-	-	-	-	-	-
2005-B	4/1/16	5.000%	\$315,055.00	Assured	\$7,876.38	\$7,876.38	\$7,876.38	\$7,876.38	\$7,097.58	\$7,097.58	-	-	-	-	-	-	-	-
2005-B	4/1/17	4.300%	\$330,120.00	Assured	\$7,097.58	\$7,097.58	\$8,629.63	\$8,629.63	\$9,055.38	\$9,055.38	\$8,629.63	\$8,629.63	\$9,055.38	\$9,055.38	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00
2005-B	4/1/18	5.000%	\$345,185.00	Assured	\$8,629.63	\$8,629.63	\$8,629.63	\$8,629.63	\$9,055.38	\$9,055.38	\$9,055.38	\$9,055.38	\$9,055.38	\$9,055.38	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00
2005-B	4/1/19	5.000%	\$362,215.00	Assured	\$9,055.38	\$9,055.38	\$9,055.38	\$9,055.38	\$9,055.38	\$9,055.38	\$9,055.38	\$9,055.38	\$9,055.38	\$9,055.38	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00
2005-B	4/1/20	5.000%	\$655,000.00	Assured	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00
2005-B	4/1/21	5.000%	\$655,000.00	Assured	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00
2005-B	4/1/22	5.000%	\$655,000.00	Assured	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00
2005-B	4/1/23	5.000%	\$655,000.00	Assured	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00
2005-B	4/1/24	5.000%	\$655,000.00	Assured	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00
2005-B	4/1/25	5.000%	\$655,000.00	Assured	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00	\$16,375.00
2005-B	4/1/25	5.000%	\$5,542,565.00	Assured	\$138,408.71	\$138,408.71	\$130,908.96	\$130,908.96	\$123,032.58	\$123,032.58	\$115,935.00	\$115,935.00	\$107,305.38	\$107,305.38	\$98,250.00	\$98,250.00	\$81,875.00	\$81,875.00
2005-C																		
2005-C	4/1/15	5.000%	\$301,955.00	Assured	\$7,548.88	\$7,548.88	-	-	-	-	-	-	-	-	-	-	-	-
2005-C	4/1/16	5.000%	\$317,675.00	Assured	\$7,941.88	\$7,941.88	\$7,941.88	\$7,941.88	\$7,167.99	\$7,167.99	-	-	-	-	-	-	-	-
2005-C	4/1/17	4.300%	\$333,395.00	Assured	\$7,167.99	\$7,167.99	\$8,613.25	\$8,613.25	\$8,613.25	\$8,613.25	\$8,613.25	\$8,613.25	\$8,613.25	\$8,613.25	\$8,613.25	\$8,613.25	\$8,613.25	\$8,613.25
2005-C	4/1/18	5.000%	\$344,530.00	Assured	\$8,613.25	\$8,613.25	\$8,613.25	\$8,613.25	\$8,613.25	\$8,613.25	\$8,613.25	\$8,613.25	\$8,613.25	\$8,613.25	\$8,613.25	\$8,613.25	\$8,613.25	\$8,613.25
2005-C	4/1/19	5.250%	\$358,285.00	Assured	\$9,404.98	\$9,404.98	\$9,404.98	\$9,404.98	\$9,404.98	\$9,404.98	\$9,404.98	\$9,404.98	\$9,404.98	\$9,404.98	\$9,404.98	\$9,404.98	\$9,404.98	\$9,404.98
2005-C	4/1/20	5.250%	\$377,935.00	Assured	\$9,920.79	\$9,920.79	\$9,920.79	\$9,920.79	\$9,920.79	\$9,920.79	\$9,920.79	\$9,920.79	\$9,920.79	\$9,920.79	\$9,920.79	\$9,920.79	\$9,920.79	\$9,920.79
2005-C	4/1/20	5.250%	\$2,033,775.00	Assured	\$50,597.77	\$50,597.77	\$43,048.89	\$43,048.89	\$35,107.02	\$35,107.02	\$27,939.03	\$27,939.03	\$19,325.78	\$19,325.78	\$9,920.79	\$9,920.79	-	-
2008-A																		
2008-A	4/1/15	5.000%	\$376,625.00	Assured	\$9,415.63	\$9,415.63	-	-	-	-	-	-	-	-	-	-	-	-
2008-A	4/1/16	5.000%	\$394,965.00	Assured	\$9,874.13	\$9,874.13	\$10,381.75	\$10,381.75	\$10,381.75	\$10,381.75	-	-	-	-	-	-	-	-
2008-A	4/1/17	5.000%	\$415,270.00	Assured	\$10,381.75	\$10,381.75	\$8,711.50	\$8,711.50	\$8,711.50	\$8,711.50	\$8,711.50	\$8,711.50	\$8,711.50	\$8,711.50	\$8,711.50	\$8,711.50	\$8,711.50	\$8,711.50
2008-A	4/1/18	4.000%	\$435,575.00	Assured	\$8,711.50	\$8,711.50	\$11,331.50	\$11,331.50	\$11,331.50	\$11,331.50	\$11,331.50	\$11,331.50	\$11,331.50	\$11,331.50	\$11,331.50	\$11,331.50	\$11,331.50	\$11,331.50
2008-A	4/1/19	5.000%	\$453,260.00	Assured	\$11,331.50	\$11,331.50	\$11,331.50	\$11,331.50	\$11,331.50	\$11,331.50	\$11,331.50	\$11,331.50	\$11,331.50	\$11,331.50	\$11,331.50	\$11,331.50	\$11,331.50	\$11,331.50
2008-A	4/1/20	5.000%	\$475,530.00	Assured	\$11,888.25	\$11,888.25	\$11,888.25	\$11,888.25	\$11,888.25	\$11,888.25	\$11,888.25	\$11,888.25	\$11,888.25	\$11,888.25	\$11,888.25	\$11,888.25	\$11,888.25	\$11,888.25
2008-A	4/1/21	5.000%	\$499,765.00	Assured	\$12,494.13	\$12,494.13	\$12,494.13	\$12,494.13	\$12,494.13	\$12,494.13	\$12,494.13	\$12,494.13	\$12,494.13	\$12,494.13	\$12,494.13	\$12,494.13	\$12,494.13	\$12,494.13
2008-A	4/1/22	5.000%	\$524,655.00	Assured	\$13,116.38	\$13,116.38	\$13,116.38	\$13,116.38	\$13,116.38	\$13,116.38	\$13,116.38	\$13,116.38	\$13,116.38	\$13,116.38	\$13,116.38	\$13,116.38	\$13,116.38	\$13,116.38
2008-A	4/1/24	5.000%	\$1,120,220.00	Assured	\$28,230.50	\$28,230.50	\$28,230.50	\$28,230.50	\$28,230.50	\$28,230.50	\$28,230.50	\$28,230.50	\$28,230.50	\$28,230.50	\$28,230.50	\$28,230.50	\$28,230.50	\$28,230.50
2008-A	4/1/24	5.000%	\$2,617,380.00	Assured	\$65,434.50	\$65,434.50	\$65,434.50	\$65,434.50	\$65,434.50	\$65,434.50	\$65,434.50	\$65,434.50	\$65,434.50	\$65,434.50	\$65,434.50	\$65,434.50	\$65,434.50	\$65,434.50
2008-A	4/1/28	5.000%	\$7,322,245.00	Assured	\$180,878.25	\$180,878.25	\$171,462.63	\$171,462.63	\$161,588.50	\$161,588.50	\$151,206.75	\$151,206.75	\$142,492.25	\$142,492.25	\$131,163.75	\$131,163.75	\$119,275.50	\$119,275.50
2008-B(1)																		
2008-B(1)	4/1/15	5.000%	\$1,044,070.00	Assured	\$26,101.75	\$26,101.75	-	-	-	-	-	-	-	-	-	-	-	-
2008-B(1)	4/1/16	5.000%	\$450,640.00	Assured	\$11,266.00	\$11,266.00	\$11,266.00	\$11,266.00	\$11,724.50	\$11,724.50	-	-	-	-	-	-	-	-
2008-B(1)	4/1/17	5.000%	\$468,980.00	Assured	\$11,724.50	\$11,724.50	\$12,412.25	\$12,412.25	\$12,412.25	\$12,412.25	\$12,412.25	\$12,412.25	\$12,412.25	\$12,412.25	\$12,412.25	\$12,412.25	\$12,412.25	\$12,412.25
2008-B(1)	4/1/18	5.000%	\$496,490.00	Assured	\$12,412.25	\$12,412.25	\$12,412.25	\$12,412.25	\$12,412.25	\$12,412.25	\$12,412.25	\$12,412.25	\$12,412.25	\$12,412.25	\$12,412.25	\$12,412.25	\$12,412.25	\$12,412.25
2008-B(1)	4/1/18	5.000%	\$2,460,180.00	Assured	\$61,904.50	\$61,904.50	\$35,402.75	\$35,402.75	\$24,136.75	\$24,136.75	\$24,136.75	\$24,136.75	\$24,136.75	\$24,136.75	\$24,136.75	\$24,136.75	\$24,136.75	\$24,136.75
2008-B(1)	4/1/18	5.000%	\$43,349,210.00	Assured	\$1,101,033.14	\$1,101,033.14	\$981,256.76	\$981,256.76	\$870,275.46	\$870,275.46	\$756,241.40	\$756,241.40	\$639,193.46	\$639,193.46	\$524,711.74	\$524,711.74	\$406,846.13	\$406,846.13

Subject to Mandatory Redemption

UTGO Series STUB Bonds - Debt Service

CUSIP	Maturity Date	Rate	Principal	Insurer	Interest												Total Interest	Total Principal & Interest	
					10/1/21	4/1/22	10/1/22	4/1/23	10/1/23	4/1/24	10/1/24	4/1/25	10/1/25	4/1/26	10/1/26	4/1/27			10/1/27
1999-A	4/1/15	5.250%	\$373,350.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$19,600.88	\$392,950.88
1999-A	4/1/16	5.000%	\$392,345.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$39,234.50	\$431,579.50
1999-A	4/1/17	5.000%	\$411,995.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$86,799.25	\$473,794.25
1999-A	4/1/18	5.000%	\$432,955.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$86,591.00	\$519,546.00
1999-A	4/1/19	5.000%	\$454,570.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$113,642.50	\$568,212.50
1999-A	4/1/21	5.000%	\$2,065,215.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$320,868.13	\$2,386,083.13
2001-A(1)	4/1/15	5.375%	\$778,140.00	NPPG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$41,825.03	\$819,965.03
2001-A(1)	4/1/16	5.375%	\$820,600.00	NPPG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$88,156.45	\$908,216.45
2001-A(1)	4/1/17	5.375%	\$864,600.00	NPPG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$139,416.75	\$1,004,016.75
2001-A(1)	4/1/18	5.375%	\$1,834,000.00	NPPG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$394,310.00	\$2,228,310.00
2001-A(1)	4/1/19	5.000%	\$1,834,000.00	NPPG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$458,500.00	\$2,292,500.00
2001-A(1)	4/1/20	5.000%	\$1,834,000.00	NPPG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$550,200.00	\$2,384,200.00
2001-A(1)	4/1/21	5.000%	\$1,834,000.00	NPPG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$641,900.00	\$2,475,900.00
2001-A(1)	4/1/21	5.000%	\$9,798,800.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,314,308.23	\$12,113,108.23
2002	4/1/21	5.125%	\$424,440.00	NPPG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$152,267.85	\$576,707.85
2002	4/1/22	5.125%	\$446,055.00	NPPG	\$11,430.16	\$11,430.16	-	-	-	-	-	-	-	-	-	-	-	\$182,882.55	\$628,937.55
2002	4/1/22	5.125%	\$870,935.00	-	\$11,430.16	\$11,430.16	-	-	-	-	-	-	-	-	-	-	-	\$335,150.40	\$1,205,645.40
2003-A	4/1/15	4.000%	\$39,300.00	Syncora	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,572.00	\$40,872.00
2003-A	4/1/15	5.250%	\$334,050.00	Syncora	-	-	-	-	-	-	-	-	-	-	-	-	-	\$17,537.63	\$351,587.63
2003-A	4/1/16	5.250%	\$392,345.00	Syncora	-	-	-	-	-	-	-	-	-	-	-	-	-	\$41,196.23	\$433,541.23
2003-A	4/1/17	5.250%	\$412,650.00	Syncora	-	-	-	-	-	-	-	-	-	-	-	-	-	\$64,992.38	\$477,642.38
2003-A	4/1/17	5.250%	\$434,265.00	Syncora	-	-	-	-	-	-	-	-	-	-	-	-	-	\$91,195.65	\$525,460.65
2003-A	4/1/18	5.250%	\$457,190.00	Syncora	-	-	-	-	-	-	-	-	-	-	-	-	-	\$120,012.38	\$577,202.38
2003-A	4/1/19	5.250%	\$65,500.00	Syncora	-	-	-	-	-	-	-	-	-	-	-	-	-	\$17,685.00	\$83,185.00
2003-A	4/1/20	4.500%	\$415,925.00	Syncora	-	-	-	-	-	-	-	-	-	-	-	-	-	\$131,016.38	\$546,941.38
2003-A	4/1/20	5.250%	\$505,660.00	Syncora	-	-	-	-	-	-	-	-	-	-	-	-	-	\$185,830.05	\$691,490.05
2003-A	4/1/21	5.250%	\$65,500.00	Syncora	\$1,514.69	\$1,514.69	-	-	-	-	-	-	-	-	-	-	-	\$24,235.00	\$89,735.00
2003-A	4/1/22	4.625%	\$467,015.00	Syncora	\$12,259.14	\$12,259.14	-	-	-	-	-	-	-	-	-	-	-	\$196,146.30	\$663,161.30
2003-A	4/1/22	5.250%	\$196,500.00	Syncora	\$4,544.06	\$4,544.06	\$4,544.06	-	-	-	-	-	-	-	-	-	-	\$81,793.13	\$278,293.13
2003-A	4/1/23	4.625%	\$363,525.00	Syncora	\$9,542.53	\$9,542.53	\$9,542.53	-	-	-	-	-	-	-	-	-	-	\$171,765.56	\$535,290.56
2003-A	4/1/23	5.250%	\$4,149,825.00	-	\$27,860.43	\$27,860.43	\$14,086.59	\$14,086.59	-	-	-	-	-	-	-	-	-	\$1,144,977.66	\$5,294,402.66
2004-A(1)	4/1/19	5.250%	\$589,500.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$154,743.75	\$744,243.75
2004-A(1)	4/1/20	4.250%	\$24,235.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$6,179.93	\$30,414.93
2004-A(1)	4/1/20	5.250%	\$797,135.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$251,097.53	\$1,048,232.53
2004-A(1)	4/1/21	5.000%	\$864,600.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$302,610.00	\$1,167,210.00
2004-A(1)	4/1/21	5.000%	\$907,830.00	Ambac	\$23,830.54	\$23,830.54	-	-	-	-	-	-	-	-	-	-	-	\$381,288.60	\$1,289,118.60
2004-A(1)	4/1/22	5.250%	\$491,125.00	Ambac	\$1,105.31	\$1,105.31	\$1,105.31	-	-	-	-	-	-	-	-	-	-	\$19,895.63	\$69,020.63
2004-A(1)	4/1/23	4.500%	\$906,520.00	Ambac	\$23,796.15	\$23,796.15	\$23,796.15	-	-	-	-	-	-	-	-	-	-	\$428,330.70	\$1,334,850.70
2004-A(1)	4/1/23	5.250%	\$102,835.00	Ambac	\$2,365.21	\$2,365.21	\$2,365.21	-	-	-	-	-	-	-	-	-	-	\$47,304.10	\$150,139.10
2004-A(1)	4/1/24	4.600%	\$902,590.00	Ambac	\$23,692.99	\$23,692.99	\$23,692.99	\$23,692.99	\$23,692.99	\$23,692.99	\$23,692.99	-	-	-	-	-	-	\$473,859.75	\$1,376,449.75
2004-A(1)	4/1/24	5.250%	\$5,144,370.00	-	\$74,790.19	\$74,790.19	\$50,959.66	\$50,959.66	\$26,058.19	\$26,058.19	\$26,058.19	-	-	-	-	-	-	\$2,065,309.98	\$7,209,679.98

\* Subject to Mandatory Redemption

13-53846-1003-0004-34  
UTGO Series STUB Bonds - Debt Service  
Doc 0004-34

13-53846-1003-0004-34  
UTGO Series STUB Bonds - Debt Service  
Doc 0004-34

13-53846-1003-0004-34  
UTGO Series STUB Bonds - Debt Service  
Doc 0004-34

13-53846-1003-0004-34  
UTGO Series STUB Bonds - Debt Service  
Doc 0004-34

# UTGO Series STUB Bonds - Debt Service

UTGO Series	STIP	Maturity Date	Rate	Principal	Insurer	10/1/21	4/1/21	10/1/22	4/1/22	10/1/23	4/1/23	10/1/24	4/1/24	10/1/25	4/1/26	10/1/26	4/1/27	10/1/28	Total Interest	Total Principal & Interest
2004-B(1)																				
2004-B(1)	353	4/1/15	5.000%	\$1,136,425.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$56,821.25	\$1,193,246.25
2004-B(1)	353	4/1/16	5.250%	\$1,192,755.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$125,239.28	\$1,317,994.28
2004-B(1)	353	4/1/17	4.000%	\$399,955.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$4,794.60	\$44,749.60
2004-B(1)	353	4/1/17	5.250%	\$1,215,680.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$191,469.60	\$1,407,149.60
2004-B(1)	353	4/1/18	5.250%	\$262,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$55,020.00	\$317,020.00
2004-B(2)																				
2004-B(2)	353	4/1/15	5.000%	\$3,846,815.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$433,344.73	\$4,280,159.73
2004-B(2)	353	4/1/16	5.240%	\$75,325.00 *	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$9,163.97	\$84,488.97
2005-B																				
2005-B	353	4/1/15	5.000%	\$299,990.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$14,999.50	\$314,989.50
2005-B	353	4/1/16	5.000%	\$315,055.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$31,505.50	\$346,560.50
2005-B	353	4/1/17	4.300%	\$330,120.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$42,585.48	\$372,705.48
2005-B	353	4/1/18	5.000%	\$345,185.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$69,037.00	\$414,222.00
2005-B	353	4/1/19	5.000%	\$362,215.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$90,553.75	\$452,768.75
2005-B	353	4/1/20	5.000%	\$655,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$196,500.00	\$851,500.00
2005-B	353	4/1/21	5.000%	\$655,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$229,250.00	\$884,250.00
2005-B	353	4/1/22	5.000%	\$655,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$262,000.00	\$917,000.00
2005-B	353	4/1/23	5.000%	\$655,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$294,750.00	\$949,750.00
2005-B	353	4/1/24	5.000%	\$655,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$327,500.00	\$982,500.00
2005-B	353	4/1/25	5.000%	\$655,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$360,250.00	\$1,015,250.00
2005-C																				
2005-C	353	4/1/15	5.000%	\$301,955.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$15,097.75	\$317,052.75
2005-C	353	4/1/16	5.000%	\$317,675.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$31,767.50	\$349,442.50
2005-C	353	4/1/17	4.300%	\$333,395.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$43,007.96	\$376,402.96
2005-C	353	4/1/18	5.000%	\$344,530.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$68,906.00	\$413,436.00
2005-C	353	4/1/19	5.250%	\$358,285.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$94,049.81	\$452,334.81
2005-C	353	4/1/20	5.250%	\$377,935.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$119,049.53	\$496,984.53
2006-A																				
2006-A	353	4/1/15	5.000%	\$376,025.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$18,831.25	\$395,456.25
2006-A	353	4/1/16	5.000%	\$394,965.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$39,496.50	\$434,461.50
2006-A	353	4/1/17	5.000%	\$415,270.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$62,290.50	\$477,560.50
2006-A	353	4/1/18	4.000%	\$435,575.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$69,692.00	\$505,267.00
2006-A	353	4/1/19	5.000%	\$453,260.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$113,315.00	\$566,575.00
2006-A	353	4/1/20	5.000%	\$475,530.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$142,659.00	\$618,189.00
2006-A	353	4/1/21	5.000%	\$499,765.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$174,917.75	\$674,682.75
2006-A	353	4/1/22	5.000%	\$524,655.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$209,862.00	\$734,517.00
2006-A	353	4/1/23	5.000%	\$524,655.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$237,067.25	\$761,622.25
2006-A	353	4/1/24	5.000%	\$1,129,220.00 *	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,643,820.75	\$2,773,040.75
2006-A	353	4/1/28	5.000%	\$2,617,380.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$3,011,952.00	\$5,629,332.00
2008-B(1)																				
2008-B(1)	353	4/1/15	5.000%	\$1,044,070.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$52,203.50	\$1,096,273.50
2008-B(1)	353	4/1/16	5.000%	\$450,640.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$45,064.00	\$495,704.00
2008-B(1)	353	4/1/17	5.000%	\$468,980.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$70,347.00	\$539,327.00
2008-B(1)	353	4/1/18	5.000%	\$496,490.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$99,298.00	\$595,788.00
2008-B(2)																				
2008-B(2)	353	4/1/15	5.000%	\$2,460,180.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$266,912.50	\$2,727,092.50
2008-B(3)																				
2008-B(3)	353	4/1/15	5.000%	\$43,349,210.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$12,192,797.36	\$55,542,007.36

\* Subject to Mandatory Redemption

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**EXHIBIT D**  
**DEBT SERVICE REQUIREMENTS AND SET ASIDE LEDGER**

# UTGO Series 2014 DSA Fourth Lien Restructured Bonds

## Property Tax Set Asides

Month	Year	Interest Set-Aside	Principal Set-Aside	Total Set-Aside	Interest Payments	Principal Payments	Balance Requirements
September	2014	\$7,303,799.99	\$15,602,895.00	\$22,906,694.99	-	-	\$22,906,694.99
October	2014	-	-	-	\$7,303,799.99	-	\$15,602,895.00
November	2014	\$2,434,600.00	\$5,200,965.00	\$7,635,565.00	-	-	\$23,238,460.00
January	2015	\$2,434,600.00	\$5,200,965.00	\$7,635,565.00	-	-	\$30,874,024.99
March	2015	\$2,434,600.00	\$5,200,965.00	\$7,635,565.00	-	-	\$38,509,589.99
April	2015	-	-	-	\$7,303,799.99	\$31,205,790.00	-
September	2015	\$6,509,252.86	\$14,253,772.50	\$20,763,025.36	-	-	\$20,763,025.36
October	2015	-	-	-	\$6,509,252.86	-	\$14,253,772.50
November	2015	\$2,169,750.95	\$4,751,257.50	\$6,921,008.45	-	-	\$21,174,780.95
January	2016	\$2,169,750.95	\$4,751,257.50	\$6,921,008.45	-	-	\$28,095,789.41
March	2016	\$2,169,750.95	\$4,751,257.50	\$6,921,008.45	-	-	\$35,016,797.86
April	2016	-	-	-	\$6,509,252.86	\$28,507,545.00	-
September	2016	\$5,773,048.66	\$14,975,042.50	\$20,748,091.16	-	-	\$20,748,091.16
October	2016	-	-	-	\$5,773,048.66	-	\$14,975,042.50
November	2016	\$1,924,349.55	\$4,991,680.83	\$6,916,030.39	-	-	\$21,891,072.89
January	2017	\$1,924,349.55	\$4,991,680.83	\$6,916,030.39	-	-	\$28,807,103.28
March	2017	\$1,924,349.55	\$4,991,680.83	\$6,916,030.39	-	-	\$35,723,133.66
April	2017	-	-	-	\$5,773,048.66	\$29,950,085.00	-
September	2017	\$5,016,593.72	\$15,244,432.50	\$20,261,026.22	-	-	\$20,261,026.22
October	2017	-	-	-	\$5,016,593.72	-	\$15,244,432.50
November	2017	\$1,672,197.91	\$5,081,477.50	\$6,753,675.41	-	-	\$21,998,107.91
January	2018	\$1,672,197.91	\$5,081,477.50	\$6,753,675.41	-	-	\$28,751,783.32
March	2018	\$1,672,197.91	\$5,081,477.50	\$6,753,675.41	-	-	\$35,505,458.72
April	2018	-	-	-	\$5,016,593.72	\$30,488,865.00	-
September	2018	\$4,240,145.92	\$14,955,490.00	\$19,195,635.92	-	-	\$19,195,635.92
October	2018	-	-	-	\$4,240,145.92	-	\$14,955,490.00
November	2018	\$1,413,381.97	\$4,985,163.33	\$6,398,545.31	-	-	\$21,354,035.31
January	2019	\$1,413,381.97	\$4,985,163.33	\$6,398,545.31	-	-	\$27,752,580.61
March	2019	\$1,413,381.97	\$4,985,163.33	\$6,398,545.31	-	-	\$34,151,125.92
April	2019	-	-	-	\$4,240,145.92	\$29,910,980.00	-
September	2019	\$3,480,721.39	\$15,407,370.00	\$18,888,091.39	-	-	\$18,888,091.39
October	2019	-	-	-	\$3,480,721.39	-	\$15,407,370.00
November	2019	\$1,160,240.46	\$5,135,790.00	\$6,296,030.46	-	-	\$21,703,400.46
January	2020	\$1,160,240.46	\$5,135,790.00	\$6,296,030.46	-	-	\$27,999,430.92
March	2020	\$1,160,240.46	\$5,135,790.00	\$6,296,030.46	-	-	\$34,295,461.39
April	2020	-	-	-	\$3,480,721.39	\$30,814,740.00	-
September	2020	\$2,698,849.50	\$15,865,767.50	\$18,564,617.00	-	-	\$18,564,617.00
October	2020	-	-	-	\$2,698,849.50	-	\$15,865,767.50
November	2020	\$899,616.50	\$5,288,589.17	\$6,188,205.67	-	-	\$22,053,973.17
January	2021	\$899,616.50	\$5,288,589.17	\$6,188,205.67	-	-	\$28,242,178.83
March	2021	\$899,616.50	\$5,288,589.17	\$6,188,205.67	-	-	\$34,430,384.50
April	2021	-	-	-	\$2,698,849.50	\$31,731,535.00	-
September	2021	\$1,899,608.47	\$10,169,472.50	\$12,069,080.97	-	-	\$12,069,080.97
October	2021	-	-	-	\$1,899,608.47	-	\$10,169,472.50
November	2021	\$633,202.82	\$3,389,824.17	\$4,023,026.99	-	-	\$14,192,499.49
January	2022	\$633,202.82	\$3,389,824.17	\$4,023,026.99	-	-	\$18,215,526.48
March	2022	\$633,202.82	\$3,389,824.17	\$4,023,026.99	-	-	\$22,238,553.47
April	2022	-	-	-	\$1,899,608.47	\$20,338,945.00	-
September	2022	\$1,378,700.00	\$9,026,737.50	\$10,405,437.50	-	-	\$10,405,437.50
October	2022	-	-	-	\$1,378,700.00	-	\$9,026,737.50
November	2022	\$459,566.67	\$3,008,912.50	\$3,468,479.17	-	-	\$12,495,216.67
January	2023	\$459,566.67	\$3,008,912.50	\$3,468,479.17	-	-	\$15,963,695.83
March	2023	\$459,566.67	\$3,008,912.50	\$3,468,479.17	-	-	\$19,432,175.00
April	2023	-	-	-	\$1,378,700.00	\$18,053,475.00	-
September	2023	\$920,090.68	\$7,425,605.00	\$8,345,695.68	-	-	\$8,345,695.68
October	2023	-	-	-	\$920,090.68	-	\$7,425,605.00
November	2023	\$306,696.89	\$2,475,201.67	\$2,781,898.56	-	-	\$10,207,503.56

# UTGO Series 2014 DSA Fourth Lien Restructured Bonds

## Property Tax Set Asides

Month	Year	Interest Set-Aside	Principal Set-Aside	Total Set-Aside	Interest Payments	Principal Payments	Balance Requirements
January	2024	\$306,696.89	\$2,475,201.67	\$2,781,898.56	-	-	\$12,989,402.12
March	2024	\$306,696.89	\$2,475,201.67	\$2,781,898.56	-	-	\$15,771,300.68
April	2024	-	-	-	\$920,090.68	\$14,851,210.00	-
September	2024	\$542,690.50	\$4,186,407.50	\$4,729,098.00	-	-	\$4,729,098.00
October	2024	-	-	-	\$542,690.50	-	\$4,186,407.50
November	2024	\$180,896.83	\$1,395,469.17	\$1,576,366.00	-	-	\$5,762,773.50
January	2025	\$180,896.83	\$1,395,469.17	\$1,576,366.00	-	-	\$7,339,139.50
March	2025	\$180,896.83	\$1,395,469.17	\$1,576,366.00	-	-	\$8,915,505.50
April	2025	-	-	-	\$542,690.50	\$8,372,815.00	-
September	2025	\$333,370.13	\$2,116,015.00	\$2,449,385.13	-	-	\$2,449,385.13
October	2025	-	-	-	\$333,370.13	-	\$2,116,015.00
November	2025	\$111,123.38	\$705,338.33	\$816,461.71	-	-	\$2,932,476.71
January	2026	\$111,123.38	\$705,338.33	\$816,461.71	-	-	\$3,748,938.42
March	2026	\$111,123.38	\$705,338.33	\$816,461.71	-	-	\$4,565,400.13
April	2026	-	-	-	\$333,370.13	\$4,232,030.00	-
September	2026	\$227,569.38	\$2,220,295.00	\$2,447,864.38	-	-	\$2,447,864.38
October	2026	-	-	-	\$227,569.38	-	\$2,220,295.00
November	2026	\$75,856.46	\$740,098.33	\$815,954.79	-	-	\$3,036,249.79
January	2027	\$75,856.46	\$740,098.33	\$815,954.79	-	-	\$3,852,204.58
March	2027	\$75,856.46	\$740,098.33	\$815,954.79	-	-	\$4,668,159.38
April	2027	-	-	-	\$227,569.38	\$4,440,590.00	-
September	2027	\$116,554.63	\$2,331,092.50	\$2,447,647.13	-	-	\$2,447,647.13
October	2027	-	-	-	\$116,554.63	-	\$2,331,092.50
November	2027	\$38,851.54	\$777,030.83	\$815,882.38	-	-	\$3,146,974.88
January	2028	\$38,851.54	\$777,030.83	\$815,882.38	-	-	\$3,962,857.25
March	2028	\$38,851.54	\$777,030.83	\$815,882.38	-	-	\$4,778,739.63
April	2028	-	-	-	\$116,554.63	\$4,662,185.00	-
<b>Total</b>					<b>\$80,881,992</b>	<b>\$287,560,790</b>	

**EXHIBIT E**  
**FEE SCHEDULE**

A-5



U.S. Bank Customer Confidential

**Schedule of Fees for Services as  
ESCROW TRUSTEE  
For  
City of Detroit Debt Millage Deposit Escrow Agreement**

CTS01010A	<b>Acceptance Fee</b> The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	\$1,000.00
CTS04460	<b>Escrow Trustee</b> Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.	\$5,000.00
	<b>Direct Out of Pocket Expenses</b> Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost
	<b>Extraordinary Services</b> Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

Dated: July 21, 2014

**EXHIBIT F**  
**PAYMENTS TO PLAN ASSIGNEES**

**Wire Instructions for the Plan Assignees:**

Police & Fire Retirement System of the City of Detroit, Income Stabilization Fund

General Retirement System of the City of Detroit, Income Stabilization Fund

General Retirement System of the City of Detroit, \_\_\_\_\_ Fund

**Schedule of Payments**

<u>Date</u>	<u>PFRS ISF</u>	<u>GRS ISF</u>	<u>GRS</u>	<u>Fund</u>
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# **AGGREGATE PAYMENTS TO PLAN ASSIGNEES**

<b>Date</b>	<b>Income Stabilization Funds</b>		<b>GRS</b>	<b>Total</b>
	<b>PFRS</b>	<b>GRS</b>	<b>Pension</b>	<b>Payment</b>
10/1/14	\$99,248.43	\$297,220.18	\$704,564.52	\$1,101,033.14
4/1/15	\$523,291.50	\$1,567,105.81	\$3,714,845.83	\$5,805,243.14
10/1/15	\$88,451.65	\$264,886.95	\$627,918.16	\$981,256.76
4/1/16	\$475,829.33	\$1,424,970.44	\$3,377,911.98	\$5,278,711.76
10/1/16	\$78,447.66	\$234,927.93	\$556,899.87	\$870,275.46
4/1/17	\$485,427.45	\$1,453,714.01	\$3,446,049.00	\$5,385,190.46
10/1/17	\$68,168.50	\$204,144.82	\$483,928.09	\$756,241.40
4/1/18	\$482,469.55	\$1,444,855.96	\$3,425,050.88	\$5,352,376.40
10/1/18	\$57,617.66	\$172,548.12	\$409,027.68	\$639,193.46
4/1/19	\$464,066.06	\$1,389,742.87	\$3,294,404.53	\$5,148,213.46
10/1/19	\$47,298.14	\$141,644.17	\$335,769.44	\$524,711.74
4/1/20	\$466,027.38	\$1,395,616.44	\$3,308,327.92	\$5,169,971.74
10/1/20	\$36,673.59	\$109,826.74	\$260,345.79	\$406,846.13
4/1/21	\$467,860.80	\$1,401,106.99	\$3,321,343.34	\$5,190,311.13
10/1/21	\$25,813.02	\$77,302.50	\$183,246.63	\$286,362.15
4/1/22	\$302,190.86	\$904,973.71	\$2,145,252.59	\$3,352,417.15
10/1/22	\$18,734.61	\$56,104.69	\$132,996.95	\$207,836.25
4/1/23	\$264,056.09	\$790,771.19	\$1,874,533.96	\$2,929,361.25
10/1/23	\$12,502.75	\$37,442.09	\$88,756.98	\$138,701.82
4/1/24	\$214,309.93	\$641,795.90	\$1,521,385.99	\$2,377,491.82
10/1/24	\$7,374.41	\$22,084.20	\$52,350.90	\$81,809.50
4/1/25	\$121,149.26	\$362,806.78	\$860,038.46	\$1,343,994.50
10/1/25	\$4,530.03	\$13,566.13	\$32,158.71	\$50,254.88
4/1/26	\$62,037.41	\$185,783.98	\$440,403.48	\$688,224.88
10/1/26	\$3,092.35	\$9,260.69	\$21,952.59	\$34,305.63
4/1/27	\$63,433.76	\$189,965.66	\$450,316.20	\$703,715.63
10/1/27	\$1,583.81	\$4,743.06	\$11,243.50	\$17,570.38
4/1/28	\$64,936.39	\$194,465.60	\$460,983.38	\$720,385.38
	<b>\$5,006,622.37</b>	<b>\$14,993,377.63</b>	<b>\$35,542,007.36</b>	<b>\$55,542,007.36</b>

# UTGO Series STUB Bonds - Debt Service (PFRS ISF Allocation)

UTGO Series	Maturity Date	Rate	Principal	Insurer	10/1/14	4/1/15	10/1/15	4/1/16	10/1/16	4/1/17	10/1/17	4/1/18	10/1/18	4/1/19	10/1/19	4/1/20	10/1/20	4/1/21
UTGO 1999-A	4/1/15	5.250%	\$33,654.21	Assured	\$883.42	\$883.42	-	\$884.16	-	-	-	-	-	-	-	-	-	-
UTGO 1999-B	4/1/16	5.000%	\$35,366.44	Assured	\$884.16	\$884.16	-	\$928.44	-	-	-	-	-	-	-	-	-	-
UTGO 1999-C	4/1/17	5.000%	\$37,137.72	Assured	\$928.44	\$928.44	-	\$975.68	-	\$928.44	\$928.44	\$975.68	\$975.68	\$1,024.39	\$1,024.39	\$1,024.39	\$1,024.39	\$1,024.39
UTGO 1999-D	4/1/18	5.000%	\$39,027.08	Assured	\$975.68	\$975.68	-	\$1,024.39	-	\$1,024.39	\$1,024.39	\$1,024.39	\$1,024.39	\$1,024.39	\$1,024.39	\$1,024.39	\$1,024.39	\$1,024.39
UTGO 1999-E	4/1/19	5.000%	\$40,975.48	Assured	\$1,024.39	\$1,024.39	-	\$1,024.39	-	\$1,024.39	\$1,024.39	\$1,024.39	\$1,024.39	\$1,024.39	\$1,024.39	\$1,024.39	\$1,024.39	\$1,024.39
UTGO 2001-A(1)	4/1/15	5.375%	\$70,142.46	NIPFG	\$1,885.08	\$1,885.08	-	\$1,986.63	-	-	-	-	-	-	-	-	-	-
UTGO 2001-B	4/1/16	5.375%	\$73,921.18	NIPFG	\$1,986.63	\$1,986.63	-	\$2,094.53	-	-	-	-	-	-	-	-	-	-
UTGO 2001-C	4/1/17	5.375%	\$77,936.07	NIPFG	\$2,094.53	\$2,094.53	-	\$4,442.95	-	\$2,094.53	\$2,094.53	\$4,442.95	\$4,442.95	\$4,442.95	\$4,442.95	\$4,442.95	\$4,442.95	\$4,442.95
UTGO 2001-D	4/1/18	5.375%	\$165,318.93	NIPFG	\$4,442.95	\$4,442.95	-	\$4,132.97	-	\$4,442.95	\$4,442.95	\$4,132.97	\$4,132.97	\$4,132.97	\$4,132.97	\$4,132.97	\$4,132.97	\$4,132.97
UTGO 2001-E	4/1/19	5.000%	\$165,318.93	NIPFG	\$4,132.97	\$4,132.97	-	\$4,132.97	-	\$4,132.97	\$4,132.97	\$4,132.97	\$4,132.97	\$4,132.97	\$4,132.97	\$4,132.97	\$4,132.97	\$4,132.97
UTGO 2001-F	4/1/20	5.000%	\$165,318.93	NIPFG	\$4,132.97	\$4,132.97	-	\$4,132.97	-	\$4,132.97	\$4,132.97	\$4,132.97	\$4,132.97	\$4,132.97	\$4,132.97	\$4,132.97	\$4,132.97	\$4,132.97
UTGO 2001-G	4/1/21	5.000%	\$165,318.93	NIPFG	\$4,132.97	\$4,132.97	-	\$4,132.97	-	\$4,132.97	\$4,132.97	\$4,132.97	\$4,132.97	\$4,132.97	\$4,132.97	\$4,132.97	\$4,132.97	\$4,132.97
UTGO 2002	4/1/21	5.125%	\$38,259.52	NIPFG	\$980.40	\$980.40	-	\$980.40	-	\$980.40	\$980.40	\$980.40	\$980.40	\$980.40	\$980.40	\$980.40	\$980.40	\$980.40
UTGO 2003-A	4/1/22	5.125%	\$40,207.93	NIPFG	\$1,030.33	\$1,030.33	-	\$1,030.33	-	\$1,030.33	\$1,030.33	\$1,030.33	\$1,030.33	\$1,030.33	\$1,030.33	\$1,030.33	\$1,030.33	\$1,030.33
UTGO 2003-B	4/1/23	5.125%	\$78,467.45	NIPFG	\$2,010.73	\$2,010.73	-	\$2,010.73	-	\$2,010.73	\$2,010.73	\$2,010.73	\$2,010.73	\$2,010.73	\$2,010.73	\$2,010.73	\$2,010.73	\$2,010.73
UTGO 2003-C	4/1/15	4.000%	\$31,542.55	Synco	\$70.85	\$70.85	-	\$70.85	-	-	-	-	-	-	-	-	-	-
UTGO 2003-D	4/1/16	5.250%	\$35,366.44	Synco	\$928.37	\$928.37	-	\$928.37	-	-	-	-	-	-	-	-	-	-
UTGO 2003-E	4/1/17	5.250%	\$37,196.76	Synco	\$976.41	\$976.41	-	\$976.41	-	\$976.41	\$976.41	\$976.41	\$976.41	\$976.41	\$976.41	\$976.41	\$976.41	\$976.41
UTGO 2003-F	4/1/18	5.250%	\$39,145.16	Synco	\$1,027.56	\$1,027.56	-	\$1,027.56	-	\$1,027.56	\$1,027.56	\$1,027.56	\$1,027.56	\$1,027.56	\$1,027.56	\$1,027.56	\$1,027.56	\$1,027.56
UTGO 2003-G	4/1/19	5.250%	\$41,211.65	Synco	\$1,081.81	\$1,081.81	-	\$1,081.81	-	\$1,081.81	\$1,081.81	\$1,081.81	\$1,081.81	\$1,081.81	\$1,081.81	\$1,081.81	\$1,081.81	\$1,081.81
UTGO 2003-H	4/1/20	5.250%	\$5,904.25	Synco	\$132.85	\$132.85	-	\$132.85	-	\$132.85	\$132.85	\$132.85	\$132.85	\$132.85	\$132.85	\$132.85	\$132.85	\$132.85
UTGO 2003-I	4/1/21	5.250%	\$37,491.97	Synco	\$984.16	\$984.16	-	\$984.16	-	\$984.16	\$984.16	\$984.16	\$984.16	\$984.16	\$984.16	\$984.16	\$984.16	\$984.16
UTGO 2003-J	4/1/22	4.625%	\$5,904.25	Synco	\$136.54	\$136.54	-	\$136.54	-	\$136.54	\$136.54	\$136.54	\$136.54	\$136.54	\$136.54	\$136.54	\$136.54	\$136.54
UTGO 2003-K	4/1/23	5.250%	\$42,097.29	Synco	\$1,105.05	\$1,105.05	-	\$1,105.05	-	\$1,105.05	\$1,105.05	\$1,105.05	\$1,105.05	\$1,105.05	\$1,105.05	\$1,105.05	\$1,105.05	\$1,105.05
UTGO 2003-L	4/1/24	4.600%	\$81,360.53	Ambac	\$409.61	\$409.61	-	\$409.61	-	\$409.61	\$409.61	\$409.61	\$409.61	\$409.61	\$409.61	\$409.61	\$409.61	\$409.61
UTGO 2004-A(1)	4/1/19	5.250%	\$53,138.23	Ambac	\$1,394.88	\$1,394.88	-	\$1,394.88	-	\$1,394.88	\$1,394.88	\$1,394.88	\$1,394.88	\$1,394.88	\$1,394.88	\$1,394.88	\$1,394.88	\$1,394.88
UTGO 2004-B	4/1/20	5.250%	\$71,854.69	Ambac	\$1,886.19	\$1,886.19	-	\$1,886.19	-	\$1,886.19	\$1,886.19	\$1,886.19	\$1,886.19	\$1,886.19	\$1,886.19	\$1,886.19	\$1,886.19	\$1,886.19
UTGO 2004-C	4/1/21	5.000%	\$77,936.07	Ambac	\$1,948.40	\$1,948.40	-	\$1,948.40	-	\$1,948.40	\$1,948.40	\$1,948.40	\$1,948.40	\$1,948.40	\$1,948.40	\$1,948.40	\$1,948.40	\$1,948.40
UTGO 2004-D	4/1/22	5.250%	\$81,832.87	Ambac	\$2,148.11	\$2,148.11	-	\$2,148.11	-	\$2,148.11	\$2,148.11	\$2,148.11	\$2,148.11	\$2,148.11	\$2,148.11	\$2,148.11	\$2,148.11	\$2,148.11
UTGO 2004-E	4/1/23	4.500%	\$4,428.19	Ambac	\$99.63	\$99.63	-	\$99.63	-	\$99.63	\$99.63	\$99.63	\$99.63	\$99.63	\$99.63	\$99.63	\$99.63	\$99.63
UTGO 2004-F	4/1/24	4.600%	\$81,714.79	Ambac	\$2,145.01	\$2,145.01	-	\$2,145.01	-	\$2,145.01	\$2,145.01	\$2,145.01	\$2,145.01	\$2,145.01	\$2,145.01	\$2,145.01	\$2,145.01	\$2,145.01
UTGO 2004-G	4/1/25	5.250%	\$9,269.67	Ambac	\$213.20	\$213.20	-	\$213.20	-	\$213.20	\$213.20	\$213.20	\$213.20	\$213.20	\$213.20	\$213.20	\$213.20	\$213.20
UTGO 2004-H	4/1/26	5.250%	\$81,360.53	Ambac	\$1,394.88	\$1,394.88	-	\$1,394.88	-	\$1,394.88	\$1,394.88	\$1,394.88	\$1,394.88	\$1,394.88	\$1,394.88	\$1,394.88	\$1,394.88	\$1,394.88
UTGO 2004-I	4/1/27	5.250%	\$463,719.61	Ambac	\$12,017.56	\$12,017.56	-	\$12,017.56	-	\$12,017.56	\$12,017.56	\$12,017.56	\$12,017.56	\$12,017.56	\$12,017.56	\$12,017.56	\$12,017.56	\$12,017.56

Subject to Mandatory Redemption

UTGO Series STUB Bonds - Debt Service (PFRS ISF Allocation)

[illegible]

# UTGO Series STUB Bonds - Debt Service (PFRS ISF Allocation)

UTGO Series	STUB	Bonds	Debt Service	(PFRS ISF Allocation)	Insurer	Principal	Rate	Interest	Total Interest	Total Principal & Interest
13-0330	1999-A	4/1/15	5.250%	Assured	\$33,654.21	5.250%	\$1,766.85	\$35,421.06	\$35,421.06	\$35,421.06
13-0330	1999-A	4/1/15	5.250%	Assured	\$33,654.21	5.250%	\$1,766.85	\$35,421.06	\$35,421.06	\$35,421.06
13-0330	1999-A	4/1/16	5.000%	Assured	\$35,366.44	5.000%	\$1,536.64	\$36,903.09	\$36,903.09	\$36,903.09
13-0330	1999-A	4/1/17	5.000%	Assured	\$37,137.72	5.000%	\$1,570.66	\$38,708.38	\$38,708.38	\$38,708.38
13-0330	1999-A	4/1/18	5.000%	Assured	\$39,027.08	5.000%	\$1,805.42	\$40,832.49	\$40,832.49	\$40,832.49
13-0330	1999-A	4/1/19	5.000%	Assured	\$40,975.48	5.000%	\$1,243.87	\$42,219.35	\$42,219.35	\$42,219.35
13-0330	1999-A	4/1/20	5.000%	Assured	\$42,975.48	5.000%	\$1,243.87	\$44,219.35	\$44,219.35	\$44,219.35
13-0330	1999-A	4/1/21	5.000%	Assured	\$45,027.08	5.000%	\$1,243.87	\$46,270.95	\$46,270.95	\$46,270.95
13-0330	1999-A	4/1/22	5.000%	Assured	\$47,137.72	5.000%	\$1,243.87	\$48,381.59	\$48,381.59	\$48,381.59
13-0330	1999-A	4/1/23	5.000%	Assured	\$49,302.49	5.000%	\$1,243.87	\$50,546.36	\$50,546.36	\$50,546.36
13-0330	1999-A	4/1/24	5.000%	Assured	\$51,527.08	5.000%	\$1,243.87	\$52,770.95	\$52,770.95	\$52,770.95
13-0330	1999-A	4/1/25	5.000%	Assured	\$53,807.08	5.000%	\$1,243.87	\$55,050.95	\$55,050.95	\$55,050.95
13-0330	1999-A	4/1/26	5.000%	Assured	\$56,137.72	5.000%	\$1,243.87	\$57,381.59	\$57,381.59	\$57,381.59
13-0330	1999-A	4/1/27	5.000%	Assured	\$58,517.72	5.000%	\$1,243.87	\$59,761.59	\$59,761.59	\$59,761.59
13-0330	1999-A	4/1/28	5.000%	Assured	\$60,947.72	5.000%	\$1,243.87	\$62,191.59	\$62,191.59	\$62,191.59
13-0330	1999-A	4/1/29	5.000%	Assured	\$63,427.72	5.000%	\$1,243.87	\$64,671.59	\$64,671.59	\$64,671.59
13-0330	1999-A	4/1/30	5.000%	Assured	\$65,957.72	5.000%	\$1,243.87	\$67,201.59	\$67,201.59	\$67,201.59
13-0330	1999-A	4/1/31	5.000%	Assured	\$68,537.72	5.000%	\$1,243.87	\$69,781.59	\$69,781.59	\$69,781.59
13-0330	1999-A	4/1/32	5.000%	Assured	\$71,167.72	5.000%	\$1,243.87	\$72,411.59	\$72,411.59	\$72,411.59
13-0330	1999-A	4/1/33	5.000%	Assured	\$73,847.72	5.000%	\$1,243.87	\$75,091.59	\$75,091.59	\$75,091.59
13-0330	1999-A	4/1/34	5.000%	Assured	\$76,577.72	5.000%	\$1,243.87	\$77,821.59	\$77,821.59	\$77,821.59
13-0330	1999-A	4/1/35	5.000%	Assured	\$79,357.72	5.000%	\$1,243.87	\$80,601.59	\$80,601.59	\$80,601.59
13-0330	1999-A	4/1/36	5.000%	Assured	\$82,187.72	5.000%	\$1,243.87	\$83,431.59	\$83,431.59	\$83,431.59
13-0330	1999-A	4/1/37	5.000%	Assured	\$85,067.72	5.000%	\$1,243.87	\$86,311.59	\$86,311.59	\$86,311.59
13-0330	1999-A	4/1/38	5.000%	Assured	\$88,007.72	5.000%	\$1,243.87	\$89,251.59	\$89,251.59	\$89,251.59
13-0330	1999-A	4/1/39	5.000%	Assured	\$91,007.72	5.000%	\$1,243.87	\$92,251.59	\$92,251.59	\$92,251.59
13-0330	1999-A	4/1/40	5.000%	Assured	\$94,067.72	5.000%	\$1,243.87	\$95,311.59	\$95,311.59	\$95,311.59
13-0330	1999-A	4/1/41	5.000%	Assured	\$97,187.72	5.000%	\$1,243.87	\$98,431.59	\$98,431.59	\$98,431.59
13-0330	1999-A	4/1/42	5.000%	Assured	\$100,367.72	5.000%	\$1,243.87	\$101,611.59	\$101,611.59	\$101,611.59
13-0330	1999-A	4/1/43	5.000%	Assured	\$103,607.72	5.000%	\$1,243.87	\$104,851.59	\$104,851.59	\$104,851.59
13-0330	1999-A	4/1/44	5.000%	Assured	\$106,907.72	5.000%	\$1,243.87	\$108,151.59	\$108,151.59	\$108,151.59
13-0330	1999-A	4/1/45	5.000%	Assured	\$110,267.72	5.000%	\$1,243.87	\$111,511.59	\$111,511.59	\$111,511.59
13-0330	1999-A	4/1/46	5.000%	Assured	\$113,687.72	5.000%	\$1,243.87	\$114,931.59	\$114,931.59	\$114,931.59
13-0330	1999-A	4/1/47	5.000%	Assured	\$117,167.72	5.000%	\$1,243.87	\$118,411.59	\$118,411.59	\$118,411.59
13-0330	1999-A	4/1/48	5.000%	Assured	\$120,707.72	5.000%	\$1,243.87	\$121,951.59	\$121,951.59	\$121,951.59
13-0330	1999-A	4/1/49	5.000%	Assured	\$124,307.72	5.000%	\$1,243.87	\$125,551.59	\$125,551.59	\$125,551.59
13-0330	1999-A	4/1/50	5.000%	Assured	\$127,967.72	5.000%	\$1,243.87	\$129,211.59	\$129,211.59	\$129,211.59
13-0330	1999-A	4/1/51	5.000%	Assured	\$131,687.72	5.000%	\$1,243.87	\$132,931.59	\$132,931.59	\$132,931.59
13-0330	1999-A	4/1/52	5.000%	Assured	\$135,467.72	5.000%	\$1,243.87	\$136,711.59	\$136,711.59	\$136,711.59
13-0330	1999-A	4/1/53	5.000%	Assured	\$139,307.72	5.000%	\$1,243.87	\$140,551.59	\$140,551.59	\$140,551.59
13-0330	1999-A	4/1/54	5.000%	Assured	\$143,207.72	5.000%	\$1,243.87	\$144,451.59	\$144,451.59	\$144,451.59
13-0330	1999-A	4/1/55	5.000%	Assured	\$147,167.72	5.000%	\$1,243.87	\$148,411.59	\$148,411.59	\$148,411.59
13-0330	1999-A	4/1/56	5.000%	Assured	\$151,187.72	5.000%	\$1,243.87	\$152,431.59	\$152,431.59	\$152,431.59
13-0330	1999-A	4/1/57	5.000%	Assured	\$155,267.72	5.000%	\$1,243.87	\$156,511.59	\$156,511.59	\$156,511.59
13-0330	1999-A	4/1/58	5.000%	Assured	\$159,407.72	5.000%	\$1,243.87	\$161,651.59	\$161,651.59	\$161,651.59
13-0330	1999-A	4/1/59	5.000%	Assured	\$163,607.72	5.000%	\$1,243.87	\$166,851.59	\$166,851.59	\$166,851.59
13-0330	1999-A	4/1/60	5.000%	Assured	\$167,867.72	5.000%	\$1,243.87	\$172,101.59	\$172,101.59	\$172,101.59
13-0330	1999-A	4/1/61	5.000%	Assured	\$172,187.72	5.000%	\$1,243.87	\$177,431.59	\$177,431.59	\$177,431.59
13-0330	1999-A	4/1/62	5.000%	Assured	\$176,627.72	5.000%	\$1,243.87	\$182,871.59	\$182,871.59	\$182,871.59
13-0330	1999-A	4/1/63	5.000%	Assured	\$181,127.72	5.000%	\$1,243.87	\$188,321.59	\$188,321.59	\$188,321.59
13-0330	1999-A	4/1/64	5.000%	Assured	\$185,687.72	5.000%	\$1,243.87	\$193,881.59	\$193,881.59	\$193,881.59
13-0330	1999-A	4/1/65	5.000%	Assured	\$190,367.72	5.000%	\$1,243.87	\$200,551.59	\$200,551.59	\$200,551.59
13-0330	1999-A	4/1/66	5.000%	Assured	\$195,167.72	5.000%	\$1,243.87	\$207,351.59	\$207,351.59	\$207,351.59
13-0330	1999-A	4/1/67	5.000%	Assured	\$200,087.72	5.000%	\$1,243.87	\$214,281.59	\$214,281.59	\$214,281.59
13-0330	1999-A	4/1/68	5.000%	Assured	\$205,127.72	5.000%	\$1,243.87	\$221,321.59	\$221,321.59	\$221,321.59
13-0330	1999-A	4/1/69	5.000%	Assured	\$210,287.72	5.000%	\$1,243.87	\$228,531.59	\$228,531.59	\$228,531.59
13-0330	1999-A	4/1/70	5.000%	Assured	\$215,567.72	5.000%	\$1,243.87	\$235,811.59	\$235,811.59	\$235,811.59
13-0330	1999-A	4/1/71	5.000%	Assured	\$220,967.72	5.000%	\$1,243.87	\$243,261.59	\$243,261.59	\$243,261.59
13-0330	1999-A	4/1/72	5.000%	Assured	\$226,487.72	5.000%	\$1,243.87	\$250,881.59	\$250,881.59	\$250,881.59
13-0330	1999-A	4/1/73	5.000%	Assured	\$232,127.72	5.000%	\$1,243.87	\$258,611.59	\$258,611.59	\$258,611.59
13-0330	1999-A	4/1/74	5.000%	Assured	\$237,887.72	5.000%	\$1,243.87	\$266,451.59	\$266,451.59	\$266,451.59
13-0330	1999-A	4/1/75	5.000%	Assured	\$243,767.72	5.000%	\$1,243.87	\$274,401.59	\$274,401.59	\$274,401.59
13-0330	1999-A	4/1/76	5.000%	Assured	\$249,767.72	5.000%	\$1,243.87	\$282,561.59	\$282,561.59	\$282,561.59
13-0330	1999-A	4/1/77	5.000%	Assured	\$255,887.72	5.000%	\$1,243.87	\$290,841.59	\$290,841.59	\$290,841.59
13-0330	1999-A	4/1/78	5.000%	Assured	\$262,127.72	5.000%	\$1,243.87	\$299,241.59	\$299,241.59	\$299,241.59
13-0330	1999-A	4/1/79	5.000%	Assured	\$268,487.72	5.000%	\$1,243.87	\$307,761.59	\$307,761.59	\$307,761.59
13-0330	1999-A	4/1/80	5.000%	Assured	\$274,967.72	5.000%	\$1,243.87	\$316,401.59	\$316,401.59	\$316,401.59
13-0330	1999-A	4/1/81	5.000%	Assured	\$281,567.72	5.000%	\$1,243.87	\$325,161.59	\$325,161.59	\$325,161.59
13-0330	1999-A	4/1/82	5.000%	Assured	\$288,287.72	5.000%	\$1,243.87	\$334,041.59	\$334,041.59	\$334,041.59
13-0330	1999-A	4/1/83	5.000%	Assured	\$295,127.72	5.000%	\$1,243.87	\$343,041.59	\$343,041.59	\$343,041.59
13-0330	1999-A	4/1/84	5.000%	Assured	\$302,087.72	5.000%	\$1,243.87	\$352,161.59	\$352,161.59	\$352,161.59
13-0330	1999-A	4/1/85	5.000%	Assured	\$309,167.72	5.000%	\$1,243.87	\$361,401.59	\$361,401.59	\$361,401.59
13-0330	1999-A	4/1/86	5.000%	Assured	\$316,367.72	5.000%	\$1,243.87	\$370,761.59	\$370,761.59	\$370,761.59
13-0330	1999-A	4/1/87	5.000%	Assured	\$323,687.72	5.000%	\$1,243.87	\$380,241.59	\$380,241.59	\$380,241.59
13-0330	1999-A	4/1/88	5.000%	Assured	\$331,127.72	5.000%	\$1,243.87	\$390,841.59	\$390,841.59	\$390,841.59
13-0330	1999-A	4/1/89	5.000%	Assured	\$338,687.72	5.000%	\$1,243.87	\$401,561.59	\$401,561.59	\$401,561.59
13-0330	1999-A	4/1/90	5.000%	Assured	\$346,367.72	5.000%	\$1,243.87	\$412,401.59	\$412,401.59	\$412,401.59
13-0330	1999-A	4/1/91	5.000%	Assured	\$354,167.72	5.000%	\$1,243.87	\$423,451.59	\$423,451.59	\$423,451.59
13-0330	1999-A	4/1/92	5.000%	Assured	\$362,087.72	5.000%	\$1,243.87	\$434,711.59	\$434,711.59	\$434,711.59
13-0330	1999-A	4/1/93	5.000%	Assured	\$370,127.72	5.000%	\$1,243.87	\$446,161.59	\$446,161.59	\$446,161.59
13-0330	1999-A	4/1/94	5.000%	Assured	\$378,287.72	5.000%	\$1,243.87	\$457,801.59	\$457,801.59	\$457,801.59
13-0330	1999-A	4/1/95	5.000%	Assured	\$386,567.72	5.000%	\$1,243.87	\$469,641.59	\$469,641.59	\$469,641.59
13-0330	1999-A	4/1/96	5.000%	Assured	\$394,967.72	5.000%	\$1,243.87	\$481,681.59	\$481,681.59	\$481,681.59
13-0330	1999-A	4/1/97	5.000%	Assured	\$403,487.72	5.000%	\$1,243.87	\$493,921.59	\$493,921.59	\$493,921.59
13-0330	1999-A	4/1/98	5.000%	Assured	\$412,127.72	5.000%	\$1,243.87	\$506,361.59	\$506,361.59	\$506,361.59
13-0330	1999-A	4/1/99	5.000%	Assured	\$420,887.72	5.000%	\$1,243.87	\$519,001.59	\$519,001.59	\$519,001.59
13-0330	1999-A	4/1/100	5.000%	Assured	\$429,767.72	5.000%	\$1,243.87	\$531,841.59	\$531,841.59	\$531,841.59
13-0330	1999-A	4/1/101	5.000%	Assured	\$438,767.72	5.000%	\$1,243.87	\$544,881.59	\$544,881.59	\$544,881.59
13-0330	1999-A	4/1/102	5.000%	Assured	\$447,887.72	5.000%	\$1,243.87			

# UTGO Series STUB Bonds - Debt Service (PFRS ISF Allocation)

Inst	STP	Maturity Date	Rate	Principal	Insurer	10/1/21	4/1/22	10/1/22	4/1/23	10/1/23	4/1/24	10/1/24	4/1/25	10/1/25	4/1/26	10/1/26	4/1/27	10/1/27	4/1/28	Total Interest	Total Principal & Interest
Interest																					
Principal																					
13-533846	251093ZP8	2004-B(1)	4/1/15	5.000%	\$102,438.70	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$5,121.93	\$107,560.63
13-533846	251093ZQ6	2004-B(1)	4/1/16	5.250%	\$107,516.35	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$11,289.22	\$118,805.57
13-533846	251093ZR4	2004-B(1)	4/1/17	4.000%	\$3,601.59	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$432.19	\$4,033.78
13-533846	251093ZS2	2004-B(1)	4/1/17	5.250%	\$109,582.84	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$17,259.30	\$126,842.13
13-533846	251093ZT0	2004-B(1)	4/1/18	5.250%	\$23,616.99	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$4,959.57	\$28,576.56
						<b>\$346,756.46</b>															
13-533846	251093ZX1	2004-B(2)	4/1/19	5.240%	\$6,789.88	* Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$826.05	\$7,615.94
Interest																					
Principal																					
13-533846	251093G53	2005-B	4/1/15	5.000%	\$27,041.45	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,352.07	\$28,393.53
13-533846	251093G61	2005-B	4/1/16	5.000%	\$28,399.43	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,839.94	\$31,239.37
13-533846	251093G79	2005-B	4/1/17	4.300%	\$29,757.41	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$3,838.71	\$33,596.11
13-533846	251093G87	2005-B	4/1/18	5.000%	\$31,115.39	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$6,223.08	\$37,338.46
13-533846	251093G95	2005-B	4/1/19	5.000%	\$32,650.49	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$8,162.62	\$40,813.11
13-533846	251093H29	2005-B	4/1/20	5.000%	\$39,042.48	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$17,712.74	\$56,755.22
13-533846	251093H37	2005-B	4/1/21	5.000%	\$59,042.48	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$20,664.87	\$79,707.34
13-533846	251093H45	2005-B	4/1/22	5.000%	\$59,042.48	Assured	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$23,616.99	\$82,659.47
13-533846	251093H52	2005-B	4/1/23	5.000%	\$59,042.48	Assured	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$26,569.11	\$85,611.59
13-533846	251093H60	2005-B	4/1/24	5.000%	\$59,042.48	Assured	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$29,521.24	\$88,563.71
13-533846	251093H78	2005-B	4/1/25	5.000%	\$59,042.48	Assured	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$32,473.36	\$91,515.84
						<b>\$503,219.03</b>															
13-533846	251093J92	2005-C	4/1/15	5.000%	\$27,218.58	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,360.93	\$28,579.51
13-533846	251093K25	2005-C	4/1/16	5.000%	\$28,635.60	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,863.56	\$31,499.16
13-533846	251093K33	2005-C	4/1/17	4.300%	\$30,052.62	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$3,876.79	\$33,929.41
13-533846	251093K41	2005-C	4/1/18	5.000%	\$31,056.34	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$6,211.27	\$37,267.61
13-533846	251093K58	2005-C	4/1/19	5.250%	\$32,296.23	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$8,477.76	\$40,774.00
13-533846	251093K66	2005-C	4/1/20	5.250%	\$34,067.51	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$10,131.27	\$44,798.77
						<b>\$183,326.89</b>															
13-533846	251093M56	2008-A	4/1/15	5.000%	\$33,949.42	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,697.47	\$35,646.90
13-533846	251093M64	2008-A	4/1/16	5.000%	\$35,602.61	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$3,560.26	\$39,162.87
13-533846	251093M72	2008-A	4/1/17	5.000%	\$37,432.93	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$5,614.94	\$43,047.87
13-533846	251093M80	2008-A	4/1/18	4.000%	\$39,263.25	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$6,282.12	\$45,545.37
13-533846	251093M98	2008-A	4/1/19	5.000%	\$40,857.39	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$10,214.35	\$51,071.74
13-533846	251093N22	2008-A	4/1/20	5.000%	\$42,864.84	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$12,859.45	\$55,724.29
13-533846	251093N30	2008-A	4/1/21	5.000%	\$45,049.41	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$15,767.29	\$60,816.70
13-533846	251093N48	2008-A	4/1/22	5.000%	\$47,293.02	Assured	\$1,182.33	\$1,182.33	\$2,544.73	\$1,303.36	\$1,303.36	\$1,303.36	\$1,303.36	\$1,303.36	\$1,303.36	\$1,303.36	\$1,303.36	\$1,303.36	\$1,303.36	\$18,917.21	\$66,210.23
13-533846	251093N55	2008-A	4/1/24	5.000%	\$101,789.23	* Assured	\$2,544.73	\$2,544.73	\$2,544.73	\$5,898.34	\$5,898.34	\$5,898.34	\$5,898.34	\$5,898.34	\$5,898.34	\$5,898.34	\$5,898.34	\$5,898.34	\$5,898.34	\$48,411.88	\$148,175.95
13-533846	251093N63	2008-A	4/1/28	5.000%	\$235,933.74	* Assured	\$5,898.34	\$5,898.34	\$5,898.34	\$7,201.71	\$7,201.71	\$7,201.71	\$7,201.71	\$7,201.71	\$7,201.71	\$7,201.71	\$7,201.71	\$7,201.71	\$7,201.71	\$1583.81	\$1583.81
						<b>\$600,035.84</b>															
13-533846	251093P23	2008-B(1)	4/1/15	5.000%	\$94,113.71	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$4,705.69	\$98,819.39
13-533846	251093P61	2008-B(1)	4/1/16	5.000%	\$40,621.22	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$4,062.12	\$44,683.35
13-533846	251093P79	2008-B(1)	4/1/17	5.000%	\$42,274.41	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$6,341.16	\$48,615.57
13-533846	251093P87	2008-B(1)	4/1/18	5.000%	\$44,754.20	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$8,950.84	\$53,705.04
						<b>\$221,763.54</b>															
13-533846	251093T97	2008-B(2)	4/1/19	5.240%	\$6,789.88	* Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$826.05	\$7,615.94
Interest																					
Principal																					
13-533846	251093U53	2009-B	4/1/15	5.000%	\$27,041.45	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,352.07	\$28,393.53
13-533846	251093U61	2009-B	4/1/16	5.000%	\$28,399.43	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,839.94	\$31,239.37
13-533846	251093U79	2009-B	4/1/17	4.300%	\$29,757.41	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$3,838.71	\$33,596.11
13-533846	251093U87	2009-B	4/1/18	5.000%	\$31,115.39	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$6,223.08	\$37,338.46
13-533846	251093U95	2009-B	4/1/19	5.000%	\$32,650.49	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$8,162.62	\$40,813.11
13-533846	251093V29	2009-B	4/1/20	5.000%	\$39,042.48	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$17,712.74	\$56,755.22
13-533846	251093V37	2009-B	4/1/21	5.000%	\$59,042.48	Assured	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$23,616.99	\$82,659.47
13-533846	251093V45	2009-B	4/1/22	5.000%	\$59,042.48	Assured	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$26,569.11	\$85,611.59
13-533846	251093V60	2009-B	4/1/24	5.000%	\$59,042.48	Assured	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$29,521.24	\$88,563.71
13-533846	251093V78	2009-B	4/1/25	5.000%	\$59,042.48	Assured	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$1,476.06	\$32,473.36	\$91,515.84
						<b>\$503,219.03</b>															
13-533846	251093W92																				

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# UTGO Series STUB Bonds - Debt Service (GRS ISF Allocation)

UTGO Series	STIP	Maturity Date	Rate	Principal	Insurer	10/1/14	4/1/15	10/1/15	4/1/16	10/1/16	4/1/17	10/1/17	4/1/18	10/1/18	4/1/19	10/1/20	4/1/21
Interest																	
UTGO 1999-A	251093SM3	4/1/15	5.250%	\$100,784.57	Assured	\$2,645.60	\$2,645.60	-	-	-	-	-	-	-	-	-	-
	251093SM4	4/1/16	5.000%	\$2,647.81	Assured	\$2,647.81	\$2,647.81	\$2,647.81	-	-	-	-	-	-	-	-	-
	251093SM5	4/1/17	5.000%	\$111,216.66	Assured	\$2,780.42	\$2,780.42	\$2,780.42	\$2,780.42	\$2,780.42	\$2,780.42	\$2,780.42	\$2,780.42	\$2,780.42	\$2,780.42	\$2,780.42	\$2,780.42
	251093SM6	4/1/18	5.000%	\$116,874.74	Assured	\$2,921.87	\$2,921.87	\$2,921.87	\$2,921.87	\$2,921.87	\$2,921.87	\$2,921.87	\$2,921.87	\$2,921.87	\$2,921.87	\$2,921.87	\$2,921.87
	251093SM7	4/1/19	5.000%	\$557,497.83	Assured	\$14,063.43	\$14,063.43	\$14,063.43	\$14,063.43	\$14,063.43	\$14,063.43	\$14,063.43	\$14,063.43	\$14,063.43	\$14,063.43	\$14,063.43	\$14,063.43
UTGO 2001-A(1)	251093UX6	4/1/15	5.375%	\$210,056.27	NIPFG	\$5,645.26	\$5,645.26	-	-	-	-	-	-	-	-	-	-
	251093UX7	4/1/16	5.375%	\$221,372.43	NIPFG	\$5,949.38	\$5,949.38	\$5,949.38	\$5,949.38	\$5,949.38	\$5,949.38	\$5,949.38	\$5,949.38	\$5,949.38	\$5,949.38	\$5,949.38	\$5,949.38
	251093UX8	4/1/17	5.375%	\$233,395.86	NIPFG	\$6,272.51	\$6,272.51	\$6,272.51	\$6,272.51	\$6,272.51	\$6,272.51	\$6,272.51	\$6,272.51	\$6,272.51	\$6,272.51	\$6,272.51	\$6,272.51
	251093UX9	4/1/18	5.375%	\$495,082.12	NIPFG	\$13,305.33	\$13,305.33	\$13,305.33	\$13,305.33	\$13,305.33	\$13,305.33	\$13,305.33	\$13,305.33	\$13,305.33	\$13,305.33	\$13,305.33	\$13,305.33
	251093UX0	4/1/20	5.000%	\$495,082.12	NIPFG	\$12,377.05	\$12,377.05	\$12,377.05	\$12,377.05	\$12,377.05	\$12,377.05	\$12,377.05	\$12,377.05	\$12,377.05	\$12,377.05	\$12,377.05	\$12,377.05
UTGO 2002	251093VQ0	4/1/21	5.000%	\$2,645,153.02	NIPFG	\$68,303.65	\$68,303.65	\$68,303.65	\$68,303.65	\$68,303.65	\$68,303.65	\$68,303.65	\$68,303.65	\$68,303.65	\$68,303.65	\$68,303.65	\$68,303.65
	251093VQ1	4/1/21	5.125%	\$114,576.15	NIPFG	\$2,936.01	\$2,936.01	\$2,936.01	\$2,936.01	\$2,936.01	\$2,936.01	\$2,936.01	\$2,936.01	\$2,936.01	\$2,936.01	\$2,936.01	\$2,936.01
	251093VQ2	4/1/22	5.125%	\$120,411.04	NIPFG	\$3,085.53	\$3,085.53	\$3,085.53	\$3,085.53	\$3,085.53	\$3,085.53	\$3,085.53	\$3,085.53	\$3,085.53	\$3,085.53	\$3,085.53	\$3,085.53
	251093VQ3	4/1/23	5.125%	\$234,987.19	NIPFG	\$6,021.55	\$6,021.55	\$6,021.55	\$6,021.55	\$6,021.55	\$6,021.55	\$6,021.55	\$6,021.55	\$6,021.55	\$6,021.55	\$6,021.55	\$6,021.55
	251093VQ4	4/1/24	5.125%	\$1,200,123.29	NIPFG	\$29,049.61	\$29,049.61	\$29,049.61	\$29,049.61	\$29,049.61	\$29,049.61	\$29,049.61	\$29,049.61	\$29,049.61	\$29,049.61	\$29,049.61	\$29,049.61
UTGO 2003-A	251093XP0	4/1/15	4.000%	\$10,608.90	Syncoira	\$2,121.18	\$2,121.18	-	-	-	-	-	-	-	-	-	-
	251093XP1	4/1/16	5.250%	\$90,175.67	Syncoira	\$2,367.11	\$2,367.11	\$2,367.11	\$2,367.11	\$2,367.11	\$2,367.11	\$2,367.11	\$2,367.11	\$2,367.11	\$2,367.11	\$2,367.11	\$2,367.11
	251093XP2	4/1/17	5.250%	\$105,912.21	Syncoira	\$2,780.20	\$2,780.20	\$2,780.20	\$2,780.20	\$2,780.20	\$2,780.20	\$2,780.20	\$2,780.20	\$2,780.20	\$2,780.20	\$2,780.20	\$2,780.20
	251093XP3	4/1/18	5.250%	\$111,393.48	Syncoira	\$2,924.08	\$2,924.08	\$2,924.08	\$2,924.08	\$2,924.08	\$2,924.08	\$2,924.08	\$2,924.08	\$2,924.08	\$2,924.08	\$2,924.08	\$2,924.08
	251093XP4	4/1/19	5.250%	\$117,228.37	Syncoira	\$3,077.24	\$3,077.24	\$3,077.24	\$3,077.24	\$3,077.24	\$3,077.24	\$3,077.24	\$3,077.24	\$3,077.24	\$3,077.24	\$3,077.24	\$3,077.24
UTGO 2004-A(1)	251093YX2	4/1/19	5.250%	\$159,133.54	Ambac	\$4,177.26	\$4,177.26	\$4,177.26	\$4,177.26	\$4,177.26	\$4,177.26	\$4,177.26	\$4,177.26	\$4,177.26	\$4,177.26	\$4,177.26	\$4,177.26
	251093YX3	4/1/20	5.250%	\$6,542.16	Ambac	\$139.02	\$139.02	\$139.02	\$139.02	\$139.02	\$139.02	\$139.02	\$139.02	\$139.02	\$139.02	\$139.02	\$139.02
	251093YX4	4/1/21	5.250%	\$215,183.91	Ambac	\$5,648.58	\$5,648.58	\$5,648.58	\$5,648.58	\$5,648.58	\$5,648.58	\$5,648.58	\$5,648.58	\$5,648.58	\$5,648.58	\$5,648.58	\$5,648.58
	251093YX5	4/1/22	5.250%	\$233,395.86	Ambac	\$5,834.90	\$5,834.90	\$5,834.90	\$5,834.90	\$5,834.90	\$5,834.90	\$5,834.90	\$5,834.90	\$5,834.90	\$5,834.90	\$5,834.90	\$5,834.90
	251093YX6	4/1/23	5.250%	\$245,065.65	Ambac	\$6,432.97	\$6,432.97	\$6,432.97	\$6,432.97	\$6,432.97	\$6,432.97	\$6,432.97	\$6,432.97	\$6,432.97	\$6,432.97	\$6,432.97	\$6,432.97

UTGO Series STUB Bonds - Debt Service (GRS ISF Allocation)

Maturity	Rate	Principal	Insurer	10/1/14	4/1/15	10/1/15	4/1/16	10/1/16	4/1/17	10/1/17	4/1/18	10/1/18	4/1/19	10/1/19	4/1/20	10/1/20	4/1/21
2004-B(1)	5.000%	\$306,774.10	Ambac	\$7,669.35	\$7,669.35	\$8,451.98	\$8,451.98	-	-	-	-	-	-	-	-	-	-
2004-B(1)	5.250%	\$321,980.19	Ambac	\$8,451.98	\$8,451.98	\$215.71	\$215.71	\$215.71	\$215.71	-	-	-	-	-	-	-	-
2004-B(1)	4.000%	\$321,980.19	Ambac	\$215.71	\$215.71	\$8,614.43	\$8,614.43	\$8,614.43	\$8,614.43	-	-	-	-	-	-	-	-
2004-B(1)	5.250%	\$321,980.19	Ambac	\$8,614.43	\$8,614.43	\$215.71	\$215.71	\$215.71	\$215.71	-	-	-	-	-	-	-	-
2004-B(1)	5.250%	\$321,980.19	Ambac	\$215.71	\$215.71	\$8,614.43	\$8,614.43	\$8,614.43	\$8,614.43	\$1,856.56	\$1,856.56	\$1,856.56	-	-	-	-	-
2004-B(2)	5.240%	\$20,333.73	Ambac	\$532.74	\$532.74	\$389.13	\$389.13	\$236.26	\$236.26	\$78.75	\$78.75	-	-	-	-	-	-
2005-B	5.000%	\$80,981.29	Assured	\$2,024.53	\$2,024.53	\$2,126.20	\$2,126.20	\$1,915.97	\$1,915.97	\$2,329.54	\$2,329.54	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47
2005-B	5.000%	\$85,048.04	Assured	\$2,126.20	\$2,126.20	\$1,915.97	\$1,915.97	\$2,329.54	\$2,329.54	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47
2005-B	5.000%	\$89,114.78	Assured	\$1,915.97	\$1,915.97	\$2,329.54	\$2,329.54	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47
2005-B	5.000%	\$93,181.53	Assured	\$2,329.54	\$2,329.54	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47
2005-B	5.000%	\$97,778.72	Assured	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47	\$2,444.47
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38	\$4,420.38
2005-B	5.000%	\$176,815.04	Assured	\$4,													

**\* Subject to Mandatory Redemption**

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# UTGO Series STUB Bonds - Debt Service (GRS Pension Allocation)

ISIN	Maturity Date	Rate	Principal	Issuer	10/1/14	4/1/15	10/1/15	4/1/16	10/1/16	4/1/17	10/1/17	4/1/18	10/1/18	4/1/19	10/1/19	4/1/20	10/1/20	4/1/21
UT0000000000-A	4/1/15	5.250%	\$238,911.21	Assured	\$6,271.42	\$6,271.42	\$6,276.66	-	-	-	-	-	-	-	-	-	-	-
251093XN3	4/1/16	5.000%	\$251,066.35	Assured	\$6,276.66	\$6,276.66	\$6,276.66	-	-	-	-	-	-	-	-	-	-	-
251093XN1	4/1/17	5.000%	\$263,640.02	Assured	\$6,591.02	\$6,591.02	\$6,591.02	-	-	\$6,591.02	-	-	-	-	-	-	-	-
251093XN6	4/1/18	5.000%	\$277,053.18	Assured	\$6,926.33	\$6,926.33	\$6,926.33	\$6,926.33	\$6,926.33	\$6,926.33	\$6,926.33	\$6,926.33	\$6,926.33	\$6,926.33	\$6,926.33	\$6,926.33	\$6,926.33	\$6,926.33
251093XN4	4/1/19	5.000%	\$290,884.88	Assured	\$7,272.12	\$7,272.12	\$7,272.12	\$7,272.12	\$7,272.12	\$7,272.12	\$7,272.12	\$7,272.12	\$7,272.12	\$7,272.12	\$7,272.12	\$7,272.12	\$7,272.12	\$7,272.12
251093XN2	4/1/21	5.000%	\$1,321,556.25	Assured	\$33,337.55	\$33,337.55	\$27,066.13	\$27,066.13	\$20,789.47	\$20,789.47	\$14,198.45	\$14,198.45	\$7,272.12	\$7,272.12	-	-	-	-
UT0000000000-A(1)	4/1/15	5.375%	\$497,941.27	NPFG	\$13,382.17	\$13,382.17	\$14,103.10	-	-	-	-	-	-	-	-	-	-	-
251093XU6	4/1/16	5.375%	\$524,766.39	NPFG	\$14,869.08	\$14,869.08	\$14,869.08	-	-	\$14,869.08	-	-	-	-	-	-	-	-
251093XV3	4/1/17	5.375%	\$553,268.08	NPFG	\$31,540.47	\$31,540.47	\$31,540.47	\$31,540.47	\$31,540.47	\$31,540.47	\$31,540.47	\$31,540.47	\$31,540.47	\$31,540.47	\$31,540.47	\$31,540.47	\$31,540.47	\$31,540.47
251093V11	4/1/18	5.375%	\$1,173,598.95	NPFG	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97
251093VNN9	4/1/19	5.000%	\$1,173,598.95	NPFG	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97
251093VW7	4/1/20	5.000%	\$1,173,598.95	NPFG	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97
251093VW2	4/1/21	5.000%	\$1,173,598.95	NPFG	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97	\$29,339.97
251093VQ0	4/1/21	5.000%	\$6,270,371.53	NPFG	\$161,914.74	\$161,914.74	\$148,532.57	\$148,532.57	\$134,429.47	\$134,429.47	\$119,560.39	\$119,560.39	\$88,019.92	\$88,019.92	\$58,679.95	\$58,679.95	\$29,339.97	\$29,339.97
UT0000000000	4/1/21	5.125%	\$271,604.33	NPFG	\$6,959.86	\$6,959.86	\$6,959.86	\$6,959.86	\$6,959.86	\$6,959.86	\$6,959.86	\$6,959.86	\$6,959.86	\$6,959.86	\$6,959.86	\$6,959.86	\$6,959.86	\$6,959.86
251093VW8	4/1/22	5.125%	\$295,436.03	NPFG	\$7,314.30	\$7,314.30	\$7,314.30	\$7,314.30	\$7,314.30	\$7,314.30	\$7,314.30	\$7,314.30	\$7,314.30	\$7,314.30	\$7,314.30	\$7,314.30	\$7,314.30	\$7,314.30
251093VW6	4/1/22	5.125%	\$557,040.36	NPFG	\$14,274.16	\$14,274.16	\$14,274.16	\$14,274.16	\$14,274.16	\$14,274.16	\$14,274.16	\$14,274.16	\$14,274.16	\$14,274.16	\$14,274.16	\$14,274.16	\$14,274.16	\$14,274.16
UT0000000000-A	4/1/15	4.000%	\$25,148.55	Sincora	\$502.97	\$502.97	-	-	-	-	-	-	-	-	-	-	-	-
251093XN0	4/1/15	5.250%	\$213,762.67	Sincora	\$5,611.27	\$5,611.27	\$6,590.49	\$6,590.49	\$6,590.49	\$6,590.49	\$6,590.49	\$6,590.49	\$6,590.49	\$6,590.49	\$6,590.49	\$6,590.49	\$6,590.49	\$6,590.49
251093XQ8	4/1/16	5.250%	\$251,066.35	Sincora	\$6,931.57	\$6,931.57	\$6,931.57	\$6,931.57	\$6,931.57	\$6,931.57	\$6,931.57	\$6,931.57	\$6,931.57	\$6,931.57	\$6,931.57	\$6,931.57	\$6,931.57	\$6,931.57
251093XN6	4/1/17	5.250%	\$264,059.76	Sincora	\$7,294.65	\$7,294.65	\$7,294.65	\$7,294.65	\$7,294.65	\$7,294.65	\$7,294.65	\$7,294.65	\$7,294.65	\$7,294.65	\$7,294.65	\$7,294.65	\$7,294.65	\$7,294.65
251093XN4	4/1/18	5.250%	\$277,891.47	Sincora	\$7,679.74	\$7,679.74	\$7,679.74	\$7,679.74	\$7,679.74	\$7,679.74	\$7,679.74	\$7,679.74	\$7,679.74	\$7,679.74	\$7,679.74	\$7,679.74	\$7,679.74	\$7,679.74
251093XN2	4/1/19	5.250%	\$292,561.45	Sincora	\$943.07	\$943.07	\$943.07	\$943.07	\$943.07	\$943.07	\$943.07	\$943.07	\$943.07	\$943.07	\$943.07	\$943.07	\$943.07	\$943.07
251093XN7	4/1/20	4.500%	\$41,914.25	Sincora	\$8,493.92	\$8,493.92	\$8,493.92	\$8,493.92	\$8,493.92	\$8,493.92	\$8,493.92	\$8,493.92	\$8,493.92	\$8,493.92	\$8,493.92	\$8,493.92	\$8,493.92	\$8,493.92
251093XN5	4/1/21	5.250%	\$264,155.48	Sincora	\$6,986.58	\$6,986.58	\$6,986.58	\$6,986.58	\$6,986.58	\$6,986.58	\$6,986.58	\$6,986.58	\$6,986.58	\$6,986.58	\$6,986.58	\$6,986.58	\$6,986.58	\$6,986.58
251093XN3	4/1/22	4.625%	\$323,578.00	Sincora	\$8,493.92	\$8,493.92	\$8,493.92	\$8,493.92	\$8,493.92	\$8,493.92	\$8,493.92	\$8,493.92	\$8,493.92	\$8,493.92	\$8,493.92	\$8,493.92	\$8,493.92	\$8,493.92
251093XN1	4/1/22	4.625%	\$41,914.25	Sincora	\$969.27	\$969.27	\$969.27	\$969.27	\$969.27	\$969.27	\$969.27	\$969.27	\$969.27	\$969.27	\$969.27	\$969.27	\$969.27	\$969.27
251093XN9	4/1/22	5.250%	\$298,848.59	Sincora	\$7,844.78	\$7,844.78	\$7,844.78	\$7,844.78	\$7,844.78	\$7,844.78	\$7,844.78	\$7,844.78	\$7,844.78	\$7,844.78	\$7,844.78	\$7,844.78	\$7,844.78	\$7,844.78
251093XN8	4/1/23	4.625%	\$125,742.74	Sincora	\$2,907.80	\$2,907.80	\$2,907.80	\$2,907.80	\$2,907.80	\$2,907.80	\$2,907.80	\$2,907.80	\$2,907.80	\$2,907.80	\$2,907.80	\$2,907.80	\$2,907.80	\$2,907.80
251093YA2	4/1/23	5.250%	\$232,624.08	Sincora	\$6,106.38	\$6,106.38	\$6,106.38	\$6,106.38	\$6,106.38	\$6,106.38	\$6,106.38	\$6,106.38	\$6,106.38	\$6,106.38	\$6,106.38	\$6,106.38	\$6,106.38	\$6,106.38
251093YB0	4/1/23	5.250%	\$2,655,267.62	Sincora	\$68,862.49	\$68,862.49	\$62,748.25	\$62,748.25	\$56,157.76	\$56,157.76	\$49,226.19	\$49,226.19	\$41,931.54	\$41,931.54	\$34,251.80	\$34,251.80	\$26,322.15	\$26,322.15
UT0000000000-A(1)	4/1/19	5.250%	\$377,228.23	Ambac	\$9,902.24	\$9,902.24	\$9,902.24	\$9,902.24	\$9,902.24	\$9,902.24	\$9,902.24	\$9,902.24	\$9,902.24	\$9,902.24	\$9,902.24	\$9,902.24	\$9,902.24	\$9,902.24
251093YX2	4/1/20	4.250%	\$15,508.27	Ambac	\$329.55	\$329.55	\$329.55	\$329.55	\$329.55	\$329.55	\$329.55	\$329.55	\$329.55	\$329.55	\$329.55	\$329.55	\$329.55	\$329.55
251093Y70	4/1/20	5.250%	\$510,096.40	Ambac	\$13,390.03	\$13,390.03	\$13,390.03	\$13,390.03	\$13,390.03	\$13,390.03	\$13,390.03	\$13,390.03	\$13,390.03	\$13,390.03	\$13,390.03	\$13,390.03	\$13,390.03	\$13,390.03
251093Y27	4/1/21	5.000%	\$553,268.08	Ambac	\$13,831.70	\$13,831.70	\$13,831.70	\$13,831.70	\$13,831.70	\$13,831.70	\$13,831.70	\$13,831.70	\$13,831.70	\$13,831.70	\$13,831.70	\$13,831.70	\$13,831.70	\$13,831.70
251093ZA1	4/1/21	5.250%	\$580,931.48	Ambac	\$15,249.45	\$15,249.45	\$15,249.45	\$15,249.45	\$15,249.45	\$15,249.45	\$15,249.45	\$15,249.45	\$15,249.45	\$15,249.45	\$15,249.45	\$15,249.45	\$15,249.45	\$15,249.45
251093ZB9	4/1/22	4.500%	\$33,435.69	Ambac	\$707.30	\$707.30	\$707.30	\$707.30	\$707.30	\$707.30	\$707.30	\$707.30	\$707.30	\$707.30	\$707.30	\$707.30	\$707.30	\$707.30
251093ZC7	4/1/23	4.500%	\$380,093.20	Ambac	\$15,227.45	\$15,227.45	\$15,227.45	\$15,227.45	\$15,227.45	\$15,227.45	\$15,227.45	\$15,227.45	\$15,227.45	\$15,227.45	\$15,227.45	\$15,227.45	\$15,227.45	\$15,227.45
251093ZD5	4/1/23	5.250%	\$65,805.37	Ambac	\$1,513.52	\$1,513.52	\$1,513.52	\$1,513.52	\$1,513.52	\$1,513.52	\$1,513.52	\$1,513.52	\$1,513.52	\$1,513.52	\$1,513.52	\$1,513.52	\$1,513.52	\$1,513.52
251093ZE3	4/1/24	4.600%	\$577,578.34	Ambac	\$15,161.43	\$15,161.43	\$15,161.43	\$15,161.43	\$15,161.43	\$15,161.43	\$15,161.43	\$15,161.43	\$15,161.43	\$15,161.43	\$15,161.43	\$15,161.43	\$15,161.43	\$15,161.43
251093ZF0	4/1/24	5.250%	\$3,291,945.05	Ambac	\$85,312.68	\$85,312.68	\$85,312.68	\$85,312.68	\$85,312.68	\$85,312.68	\$85,312.68	\$85,312.68	\$85,312.68	\$85,312.68	\$85,312.68	\$85,312.68	\$85,312.68	\$85,312.68

\* Subject to Mandatory Redemption

UTGO Series STUB Bonds - Debt Service (GRS Pension Allocation)

Index	IP	Maturity Date	Rate	Principal	Insurer	10/1/14	4/1/15	10/1/15	4/1/16	10/1/16	4/1/17	10/1/17	4/1/18	10/1/18	4/1/19	10/1/19	4/1/20	10/1/20	4/1/21
UTGO Series 2004-B(1)																			
251093N56	251093N56	4/1/15	5.000%	\$727,212.21	Ambac	\$18,180.31	\$18,180.31	\$20,035.53	-	-	-	-	-	-	-	-	-	-	-
251093N57	251093N57	4/1/16	5.250%	\$763,258.46	Ambac	\$20,035.53	\$20,035.53	\$20,035.53	\$20,035.53	-	-	-	-	-	-	-	-	-	-
251093N58	251093N58	4/1/17	4.000%	\$25,507.69	Ambac	\$511.35	\$511.35	\$511.35	\$511.35	\$511.35	\$511.35	-	-	-	-	-	-	-	-
251093N59	251093N59	4/1/17	5.250%	\$777,928.45	Ambac	\$20,420.62	\$20,420.62	\$20,420.62	\$20,420.62	\$20,420.62	\$20,420.62	-	-	-	-	-	-	-	-
251093N60	251093N60	4/1/18	5.250%	\$167,656.99	Ambac	\$4,401.00	\$4,401.00	\$4,401.00	\$4,401.00	\$4,401.00	\$4,401.00	\$4,401.00	\$4,401.00	-	-	-	-	-	-
251093N61	251093N61	4/1/18	5.250%	\$2,461,623.80	Ambac	\$63,548.81	\$63,548.81	\$45,368.51	\$45,368.51	\$25,332.97	\$25,332.97	\$4,401.00	\$4,401.00	-	-	-	-	-	-
UTGO Series 2004-B(2)																			
251093N62	251093N62	4/1/19	5.240%	\$48,201.39	Ambac	\$1,262.88	\$1,262.88	\$922.45	\$922.45	\$560.06	\$560.06	\$186.69	\$186.69	-	-	-	-	-	-
UTGO Series 2005-B																			
251093N63	251093N63	4/1/15	5.000%	\$191,967.26	Assured	\$4,799.18	\$4,799.18	\$5,040.19	\$5,040.19	-	-	-	-	-	-	-	-	-	-
251093N64	251093N64	4/1/16	5.000%	\$201,607.53	Assured	\$5,040.19	\$5,040.19	\$4,541.83	\$4,541.83	\$4,541.83	\$4,541.83	-	-	-	-	-	-	-	-
251093N65	251093N65	4/1/17	4.300%	\$211,247.81	Assured	\$4,541.83	\$4,541.83	\$5,522.20	\$5,522.20	\$5,522.20	\$5,522.20	\$5,522.20	-	-	-	-	-	-	-
251093N66	251093N66	4/1/18	5.000%	\$220,888.09	Assured	\$5,522.20	\$5,522.20	\$5,794.64	\$5,794.64	\$5,794.64	\$5,794.64	\$5,794.64	\$5,794.64	-	-	-	-	-	-
251093N67	251093N67	4/1/19	5.000%	\$231,785.79	Assured	\$5,794.64	\$5,794.64	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56
251093N68	251093N68	4/1/20	5.000%	\$419,142.48	Assured	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56
251093N69	251093N69	4/1/21	5.000%	\$419,142.48	Assured	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56
251093N70	251093N70	4/1/22	5.000%	\$419,142.48	Assured	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56
251093N71	251093N71	4/1/23	5.000%	\$419,142.48	Assured	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56
251093N72	251093N72	4/1/24	5.000%	\$419,142.48	Assured	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56
251093N73	251093N73	4/1/25	5.000%	\$419,142.48	Assured	\$10,478.56	\$10,478.56	\$83,770.24	\$83,770.24	\$78,730.05	\$78,730.05	\$74,188.22	\$74,188.22	\$68,666.02	\$68,666.02	\$62,871.37	\$62,871.37	\$52,392.81	\$52,392.81
251093N74	251093N74	4/1/25	5.000%	\$3,572,351.37	Assured	\$88,569.42	\$88,569.42	\$83,770.24	\$83,770.24	\$78,730.05	\$78,730.05	\$74,188.22	\$74,188.22	\$68,666.02	\$68,666.02	\$62,871.37	\$62,871.37	\$52,392.81	\$52,392.81
UTGO Series 2005-C																			
251093N75	251093N75	4/1/15	5.000%	\$193,224.68	Assured	\$4,830.62	\$4,830.62	\$5,082.10	\$5,082.10	-	-	-	-	-	-	-	-	-	-
251093N76	251093N76	4/1/16	5.000%	\$203,284.10	Assured	\$5,082.10	\$5,082.10	\$4,586.89	\$4,586.89	\$4,586.89	\$4,586.89	-	-	-	-	-	-	-	-
251093N77	251093N77	4/1/17	4.300%	\$213,343.52	Assured	\$4,586.89	\$4,586.89	\$5,511.72	\$5,511.72	\$5,511.72	\$5,511.72	\$5,511.72	\$5,511.72	-	-	-	-	-	-
251093N78	251093N78	4/1/18	5.000%	\$220,468.95	Assured	\$5,511.72	\$5,511.72	\$6,018.36	\$6,018.36	\$6,018.36	\$6,018.36	\$6,018.36	\$6,018.36	\$6,018.36	\$6,018.36	\$6,018.36	\$6,018.36	\$6,018.36	\$6,018.36
251093N79	251093N79	4/1/19	5.250%	\$229,270.94	Assured	\$6,018.36	\$6,018.36	\$6,348.44	\$6,348.44	\$6,348.44	\$6,348.44	\$6,348.44	\$6,348.44	\$6,348.44	\$6,348.44	\$6,348.44	\$6,348.44	\$6,348.44	\$6,348.44
251093N80	251093N80	4/1/20	5.250%	\$241,845.21	Assured	\$6,348.44	\$6,348.44	\$27,547.51	\$27,547.51	\$22,465.41	\$22,465.41	\$17,878.52	\$17,878.52	\$12,366.80	\$12,366.80	\$6,348.44	\$6,348.44	\$6,348.44	\$6,348.44
251093N81	251093N81	4/1/20	5.250%	\$1,301,437.41	Assured	\$32,378.13	\$32,378.13	\$27,547.51	\$27,547.51	\$22,465.41	\$22,465.41	\$17,878.52	\$17,878.52	\$12,366.80	\$12,366.80	\$6,348.44	\$6,348.44	\$6,348.44	\$6,348.44
UTGO Series 2008-A																			
251093N82	251093N82	4/1/15	5.000%	\$241,006.93	Assured	\$6,025.17	\$6,025.17	\$6,318.57	\$6,318.57	-	-	-	-	-	-	-	-	-	-
251093N83	251093N83	4/1/16	5.000%	\$252,742.92	Assured	\$6,318.57	\$6,318.57	\$6,643.41	\$6,643.41	\$6,643.41	\$6,643.41	-	-	-	-	-	-	-	-
251093N84	251093N84	4/1/17	5.000%	\$265,736.33	Assured	\$6,643.41	\$6,643.41	\$5,574.60	\$5,574.60	\$5,574.60	\$5,574.60	\$5,574.60	\$5,574.60	-	-	-	-	-	-
251093N85	251093N85	4/1/18	4.000%	\$278,729.75	Assured	\$5,574.60	\$5,574.60	\$7,251.16	\$7,251.16	\$7,251.16	\$7,251.16	\$7,251.16	\$7,251.16	\$7,251.16	\$7,251.16	\$7,251.16	\$7,251.16	\$7,251.16	\$7,251.16
251093N86	251093N86	4/1/19	5.000%	\$290,046.60	Assured	\$7,251.16	\$7,251.16	\$7,607.44	\$7,607.44	\$7,607.44	\$7,607.44	\$7,607.44	\$7,607.44	\$7,607.44	\$7,607.44	\$7,607.44	\$7,607.44	\$7,607.44	\$7,607.44
251093N87	251093N87	4/1/20	5.000%	\$304,297.44	Assured	\$7,607.44	\$7,607.44	\$7,995.14	\$7,995.14	\$7,995.14	\$7,995.14	\$7,995.14	\$7,995.14	\$7,995.14	\$7,995.14	\$7,995.14	\$7,995.14	\$7,995.14	\$7,995.14
251093N88	251093N88	4/1/21	5.000%	\$319,205.71	Assured	\$7,995.14	\$7,995.14	\$8,393.33	\$8,393.33	\$8,393.33	\$8,393.33	\$8,393.33	\$8,393.33	\$8,393.33	\$8,393.33	\$8,393.33	\$8,393.33	\$8,393.33	\$8,393.33
251093N89	251093N89	4/1/22	5.000%	\$335,733.13	Assured	\$8,393.33	\$8,393.33	\$18,065.04	\$18,065.04	\$18,065.04	\$18,065.04	\$18,065.04	\$18,065.04	\$18,065.04	\$18,065.04	\$18,065.04	\$18,065.04	\$18,065.04	\$18,065.04
251093N90	251093N90	4/1/24	5.000%	\$722,601.64	Assured	\$18,065.04	\$18,065.04	\$41,872.33	\$41,872.33	\$41,872.33	\$41,872.33	\$41,872.33	\$41,872.33	\$41,872.33	\$41,872.33	\$41,872.33	\$41,872.33	\$41,872.33	\$41,872.33
251093N91	251093N91	4/1/28	5.000%	\$1,674,893.36	Assured	\$41,872.33	\$41,872.33	\$109,721.02	\$109,721.02	\$103,402.45	\$103,402.45	\$96,759.04	\$96,759.04	\$91,184.45	\$91,184.45	\$83,933.28	\$83,933.28	\$76,328.85	\$76,328.85
251093N92	251093N92	4/1/28	5.000%	\$4,685,593.81	Assured	\$115,746.20	\$115,746.20	\$109,721.02	\$109,721.02	\$103,402.45	\$103,402.45	\$96,759.04	\$96,759.04	\$91,184.45	\$91,184.45	\$83,933.28	\$83,933.28	\$76,328.85	\$76,328.85
UTGO Series 2008-B(1)																			
251093N93	251093N93	4/1/15	5.000%	\$668,113.12	Assured	\$16,702.83	\$16,702.83	\$7,209.25	\$7,209.25	-	-	-	-	-	-	-	-	-	-
251093N94	251093N94	4/1/16	5.000%	\$288,370.03	Assured	\$7,209.25	\$7,209.25	\$7,502.65	\$7,502.65	\$7,502.65	\$7,502.65	-	-	-	-	-	-	-	-
251093N95	251093N95	4/1/17	5.000%	\$300,106.02	Assured	\$7,502.65	\$7,502.65	\$7,942.75	\$7,942.75	\$7,942.75	\$7,942.75	\$7,942.75	\$7,942.75	-	-	-	-	-	-
251093N96	251093N96	4/1/18	5.000%	\$1,574,299.16	Assured	\$39,357.48	\$39,357.48	\$22,654.65	\$22,654.65	\$15,445.40	\$15,445.40	\$7,942.75	\$7,942.75	-	-	-	-	-	-
251093N97	251093N97	4/1/18	5.000%	\$27,739,687.74	Assured	\$704,564.52	\$704,564.52	\$627,918.16	\$627,918.16	\$556,899.87	\$556,899.87	\$483,928.09	\$483,928.09	\$409,027.68	\$409,027.68	\$335,769.44	\$335,769.44	\$260,345.79	\$260,345.79
251093N98	251093N98	4/1/18	5.000%	\$27,739,687.74	Assured	\$704,564.52	\$704,564.52	\$627,918.16	\$627,918.16	\$556,899.87	\$556,899.87	\$483,928.09	\$483,928.09	\$409,027.68	\$409,027.68	\$335,769.44	\$335,769.44	\$260,345.79	\$260,345.79

\* Subject to Mandatory Redemption

# UTGO Series STUB Bonds - Debt Service (GRS Pension Allocation)

ISIN	CUSIP	Maturity Date	Rate	Principal	Insurer	10/1/21	4/1/22	10/1/22	4/1/23	10/1/23	4/1/24	10/1/24	4/1/25	10/1/25	4/1/26	10/1/26	4/1/27	10/1/27	4/1/28	Total Interest	Total Principal & Interest
UTGO Series 2000-A(1)																					
251403SM3	251403SM3	4/1/15	5.250%	\$238,011.21	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$12,542.84	\$251,454.05
251403SM4	251403SM4	4/1/16	5.000%	\$251,066.35	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$25,106.63	\$276,172.98
251403SM5	251403SM5	4/1/17	5.000%	\$263,640.62	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$39,546.09	\$303,186.71
251403SM6	251403SM6	4/1/18	5.000%	\$277,053.18	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$55,410.64	\$332,463.82
251403SM7	251403SM7	4/1/19	5.000%	\$290,884.88	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$72,721.22	\$363,606.10
251403SM8	251403SM8	4/1/20	5.000%	\$304,737.55	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$205,327.42	\$1,526,883.67
UTGO Series 2001-A(1)																					
251403SM9	251403SM9	4/1/15	5.375%	\$407,941.27	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$26,764.34	\$524,705.61
251403SM10	251403SM10	4/1/16	5.375%	\$524,766.39	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$56,412.39	\$581,178.77
251403SM11	251403SM11	4/1/17	5.375%	\$553,268.08	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$89,214.48	\$642,482.55
251403SM12	251403SM12	4/1/18	5.375%	\$1,173,598.95	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$252,323.77	\$1,425,922.72
251403SM13	251403SM13	4/1/19	5.000%	\$1,173,598.95	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$293,399.74	\$1,466,998.69
251403SM14	251403SM14	4/1/20	5.000%	\$1,173,598.95	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$352,079.68	\$1,525,678.63
251403SM15	251403SM15	4/1/21	5.000%	\$1,173,598.95	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$410,759.63	\$1,584,358.58
251403SM16	251403SM16	4/1/22	5.000%	\$6,270,371.53	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,480,954.04	\$7,751,325.57
UTGO Series 2002-A(1)																					
251403SM17	251403SM17	4/1/21	5.125%	\$271,604.33	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$97,438.05	\$369,042.38
251403SM18	251403SM18	4/1/22	5.125%	\$295,436.03	NPFG	\$7,314.30	\$7,314.30	-	-	-	-	-	-	-	-	-	-	-	-	\$117,028.77	\$402,464.80
251403SM19	251403SM19	4/1/23	5.125%	\$557,040.36	NPFG	\$7,314.30	\$7,314.30	-	-	-	-	-	-	-	-	-	-	-	-	\$214,466.83	\$771,507.18
UTGO Series 2003-A(1)																					
251403SM20	251403SM20	4/1/15	4.000%	\$25,148.55	Synco	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,005.94	\$26,154.49
251403SM21	251403SM21	4/1/16	5.250%	\$213,762.67	Synco	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$11,222.54	\$224,985.21
251403SM22	251403SM22	4/1/17	5.250%	\$251,066.35	Synco	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$26,361.97	\$277,428.31
251403SM23	251403SM23	4/1/18	5.250%	\$264,059.76	Synco	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$41,389.41	\$305,449.18
251403SM24	251403SM24	4/1/19	5.250%	\$277,891.47	Synco	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$58,357.21	\$336,248.67
251403SM25	251403SM25	4/1/20	5.250%	\$292,561.45	Synco	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$76,797.38	\$369,358.83
251403SM26	251403SM26	4/1/21	5.250%	\$41,914.25	Synco	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$11,316.85	\$53,231.10
251403SM27	251403SM27	4/1/22	5.250%	\$266,155.48	Synco	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$83,838.97	\$349,994.45
251403SM28	251403SM28	4/1/23	5.250%	\$323,578.00	Synco	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$118,914.91	\$442,492.91
251403SM29	251403SM29	4/1/24	4.625%	\$41,914.25	Synco	\$969.27	\$969.27	-	-	-	-	-	-	-	-	-	-	-	-	\$15,508.27	\$57,422.52
251403SM30	251403SM30	4/1/25	5.250%	\$298,848.59	Synco	\$7,844.78	\$7,844.78	-	-	-	-	-	-	-	-	-	-	-	-	\$125,516.41	\$424,365.00
251403SM31	251403SM31	4/1/26	5.250%	\$125,742.74	Synco	\$2,907.80	\$2,907.80	\$2,907.80	\$2,907.80	\$2,907.80	\$2,907.80	\$2,907.80	\$2,907.80	\$2,907.80	\$2,907.80	\$2,907.80	\$2,907.80	\$2,907.80	\$2,907.80	\$52,340.42	\$178,083.16
251403SM32	251403SM32	4/1/27	5.250%	\$232,624.08	Synco	\$6,106.38	\$6,106.38	\$6,106.38	\$6,106.38	\$6,106.38	\$6,106.38	\$6,106.38	\$6,106.38	\$6,106.38	\$6,106.38	\$6,106.38	\$6,106.38	\$6,106.38	\$6,106.38	\$109,914.88	\$349,538.95
251403SM33	251403SM33	4/1/28	5.250%	\$2,655,267.62	Synco	\$17,828.23	\$17,828.23	\$9,014.18	\$9,014.18	\$9,014.18	\$9,014.18	\$9,014.18	\$9,014.18	\$9,014.18	\$9,014.18	\$9,014.18	\$9,014.18	\$9,014.18	\$9,014.18	\$732,685.16	\$3,387,952.78
UTGO Series 2004-A(1)																					
251403SM34	251403SM34	4/1/19	5.250%	\$377,228.23	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$99,022.41	\$476,250.65
251403SM35	251403SM35	4/1/20	4.250%	\$15,508.27	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$3,954.61	\$19,462.88
251403SM36	251403SM36	4/1/21	5.250%	\$510,096.40	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$160,680.37	\$670,776.77
251403SM37	251403SM37	4/1/22	5.000%	\$553,268.08	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$193,643.83	\$746,911.90
251403SM38	251403SM38	4/1/23	5.000%	\$580,931.48	Ambac	\$15,249.45	\$15,249.45	\$707.30	\$707.30	\$707.30	\$707.30	\$707.30	\$707.30	\$707.30	\$707.30	\$707.30	\$707.30	\$707.30	\$707.30	\$243,991.22	\$824,922.70
251403SM39	251403SM39	4/1/24	4.500%	\$31,435.69	Ambac	\$15,227.45	\$15,227.45	\$15,227.45	\$15,227.45	\$15,227.45	\$15,227.45	\$15,227.45	\$15,227.45	\$15,227.45	\$15,227.45	\$15,227.45	\$15,227.45	\$15,227.45	\$15,227.45	\$12,731.45	\$44,167.14
251403SM40	251403SM40	4/1/25	5.250%	\$580,093.20	Ambac	\$15,511.52	\$15,511.52	\$15,511.52	\$15,511.52	\$15,511.52	\$15,511.52	\$15,511.52	\$15,511.52	\$15,511.52	\$15,511.52	\$15,511.52	\$15,511.52	\$15,511.52	\$15,511.52	\$274,094.03	\$854,187.23
251403SM41	251403SM41	4/1/26	4.600%	\$65,805.37	Ambac	\$15,161.43	\$15,161.43	\$15,161.43	\$15,161.43	\$15,161.43	\$15,161.43	\$15,161.43	\$15,161.43	\$15,161.43	\$15,161.43	\$15,161.43	\$15,161.43	\$15,161.43	\$15,161.43	\$30,270.47	\$96,075.84
251403SM42	251403SM42	4/1/27	5.250%	\$77,578.34	Ambac	\$47,859.16	\$47,859.16	\$32,609.70	\$32,609.70	\$32,609.70	\$32,609.70	\$32,609.70	\$32,609.70	\$32,609.70	\$32,609.70	\$32,609.70	\$32,609.70	\$32,609.70	\$32,609.70	\$303,228.63	\$880,806.97
251403SM43	251403SM43	4/1/28	5.250%	\$3,291,945.05	Ambac	\$47,859.16	\$47,859.16	\$32,609.70	\$32,609.70	\$32,609.70	\$32,609.70	\$32,609.70	\$32,609.70	\$32,609.70	\$32,609.70	\$32,609.70	\$32,609.70	\$32,609.70	\$32,609.70	\$1,321,617.02	\$4,613,562.08

\* Subject to Mandatory Redemption

# UTGO Series STUB Bonds - Debt Service (GRS Pension Allocation)

ISIN	Maturity Date	Rate	Principal	Insurer	Interest										Total Interest	Total Principal & Interest		
					10/1/21	4/1/22	10/1/22	4/1/23	10/1/23	4/1/24	10/1/24	4/1/25	10/1/25	4/1/26			10/1/26	4/1/27
UTGO Series 2004-B(1)																		
25462ZP8	4/1/15	5.000%	\$727,212.21	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	\$36,360.61	\$763,572.82
25462ZQ6	4/1/16	5.250%	\$763,258.46	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	\$80,142.14	\$843,400.60
25462ZR4	4/1/17	4.000%	\$25,567.69	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	\$3,068.12	\$28,635.81
25462ZS2	4/1/17	5.250%	\$777,928.45	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	\$122,523.73	\$900,452.18
25462ZT0	4/1/18	5.250%	\$167,656.99	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	\$35,207.97	\$202,864.96
			\$2,461,623.80		-	-	-	-	-	-	-	-	-	-	-	-	\$277,302.57	\$2,738,926.37
UTGO Series 2004-B(2)																		
25462ZX1	4/1/19	5.240%	\$48,201.39	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	\$5,864.14	\$54,065.52
UTGO Series 2005-B																		
25462G53	4/1/15	5.000%	\$191,967.26	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$9,598.36	\$201,565.62
25462G61	4/1/16	5.000%	\$201,607.53	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$20,160.75	\$221,768.29
25462G79	4/1/17	4.300%	\$211,247.81	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$27,250.97	\$238,498.78
25462G87	4/1/18	5.000%	\$220,888.09	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$265,065.71	\$226,953.80
25462G95	4/1/19	5.000%	\$231,785.79	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$44,177.62	\$289,732.24
25462H29	4/1/20	5.000%	\$419,142.48	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$57,946.45	\$544,885.23
25462H37	4/1/21	5.000%	\$419,142.48	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$125,742.74	\$554,885.23
25462H45	4/1/22	5.000%	\$419,142.48	Assured	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$167,656.99	\$586,799.47
25462H52	4/1/23	5.000%	\$419,142.48	Assured	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$188,614.12	\$607,756.60
25462H60	4/1/24	5.000%	\$419,142.48	Assured	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$209,571.24	\$628,713.72
25462H78	4/1/25	5.000%	\$419,142.48	Assured	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$230,528.37	\$649,670.85
			\$3,572,351.37		\$41,914.25	\$41,914.25	\$31,435.69	\$20,957.12	\$20,957.12	\$20,957.12	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$10,478.56	\$1,227,947.48	\$4,800,298.85
UTGO Series 2005-C																		
25462K25	4/1/15	5.000%	\$193,224.68	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$9,661.23	\$202,885.92
25462K33	4/1/16	5.000%	\$203,284.10	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$20,328.41	\$223,612.51
25462K41	4/1/17	4.300%	\$213,343.52	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$27,521.31	\$240,864.84
25462K58	4/1/18	5.000%	\$220,468.95	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$44,093.79	\$264,562.73
25462K66	4/1/19	5.250%	\$229,270.94	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$60,183.62	\$289,454.56
			\$241,845.21		-	-	-	-	-	-	-	-	-	-	-	-	\$76,181.24	\$318,026.45
			\$1,301,437.41		-	-	-	-	-	-	-	-	-	-	-	-	\$237,969.61	\$1,539,407.02
UTGO Series 2008-A																		
25462M56	4/1/15	5.000%	\$241,006.93	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$12,050.35	\$253,057.27
25462M64	4/1/16	5.000%	\$252,742.92	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$25,274.29	\$278,017.21
25462M72	4/1/17	5.000%	\$265,736.33	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$30,860.45	\$305,596.78
25462M80	4/1/18	4.000%	\$278,729.75	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$44,596.76	\$323,326.51
25462M98	4/1/19	5.000%	\$290,046.60	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$72,511.65	\$362,558.25
25462N22	4/1/20	5.000%	\$304,297.44	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$91,289.23	\$395,586.67
25462N30	4/1/21	5.000%	\$319,805.71	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$111,932.00	\$431,737.71
25462N48	4/1/22	5.000%	\$335,733.13	Assured	\$8,393.33	\$8,393.33	\$18,065.04	\$18,065.04	\$18,065.04	\$9,252.57	\$9,252.57	\$32,158.71	\$32,158.71	\$32,158.71	\$32,158.71	\$32,158.71	\$134,293.25	\$470,026.38
25462N55	4/1/24	5.000%	\$722,601.64	Assured	\$18,065.04	\$18,065.04	\$41,872.33	\$41,872.33	\$41,872.33	\$41,872.33	\$41,872.33	\$41,872.33	\$41,872.33	\$41,872.33	\$41,872.33	\$41,872.33	\$1,051,900.93	\$2,726,794.29
25462N63	4/1/28	5.000%	\$1,674,893.36	Assured	\$41,872.33	\$41,872.33	\$51,124.90	\$51,124.90	\$51,124.90	\$41,872.33	\$41,872.33	\$41,872.33	\$41,872.33	\$41,872.33	\$41,872.33	\$41,872.33	\$1,927,384.79	\$6,612,978.60
			\$4,685,593.81		\$68,330.70	\$68,330.70	\$59,937.37	\$59,937.37	\$59,937.37	\$59,937.37	\$59,937.37	\$59,937.37	\$59,937.37	\$59,937.37	\$59,937.37	\$59,937.37	\$1,927,384.79	\$6,612,978.60
UTGO Series 2008-B(1)																		
25462P53	4/1/15	5.000%	\$668,113.12	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$33,405.66	\$701,518.77
25462P61	4/1/16	5.000%	\$288,370.03	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$28,837.00	\$317,207.03
25462P79	4/1/17	5.000%	\$301,106.02	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$45,015.90	\$346,121.92
25462P87	4/1/18	5.000%	\$317,710.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	\$63,542.00	\$381,252.00
			\$1,574,299.16		-	-	-	-	-	-	-	-	-	-	-	-	\$170,800.56	\$1,745,099.72
Total																		
			\$27,739,687.74		\$183,246.63	\$183,246.63	\$132,996.95	\$132,996.95	\$88,756.98	\$88,756.98	\$52,350.90	\$52,350.90	\$52,350.90	\$52,350.90	\$52,350.90	\$52,350.90	\$7,802,319.61	\$35,542,007.36

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Set to Mandatory Redemption

\* Subject to Mandatory Redemption

# UTGO Series STUB Bonds - Debt Service (GRS Pension Allocation)

Bond Series Subject to Mandatory Redemption

Issuance: 2004-B(2)										Issuance: 2008-A									
CUSIP 51093ZXX1										CUSIP 251093N63									
Mandatory Redemption										Mandatory Redemption									
Date	Insurer	Fiscal Year	Amounts	Outstanding	Rate	Interest				Date	Insurer	Fiscal Year	Amounts	Outstanding	Rate	Interest			
10/1/14	Ambac	6/30/15	-	\$48,201.39	5.240%	\$1,262.88				10/1/14	Assured	6/30/15	-	\$1,674,893.36	5.000%	\$41,872.33			
4/1/15	Ambac	6/30/15	\$12,993.42	\$35,207.97	5.240%	\$1,262.88				4/1/15	Assured	6/30/15	-	\$1,674,893.36	5.000%	\$41,872.33			
10/1/15	Ambac	6/30/16	-	\$35,207.97	5.240%	\$922.45				10/1/15	Assured	6/30/16	-	\$1,674,893.36	5.000%	\$41,872.33			
4/1/16	Ambac	6/30/16	\$13,831.70	\$21,376.27	5.240%	\$922.45				4/1/16	Assured	6/30/16	-	\$1,674,893.36	5.000%	\$41,872.33			
10/1/16	Ambac	6/30/17	-	\$21,376.27	5.240%	\$560.06				10/1/16	Assured	6/30/17	-	\$1,674,893.36	5.000%	\$41,872.33			
4/1/17	Ambac	6/30/17	\$14,250.84	\$7,125.42	5.240%	\$560.06				4/1/17	Assured	6/30/17	-	\$1,674,893.36	5.000%	\$41,872.33			
10/1/17	Ambac	6/30/18	-	\$7,125.42	5.240%	\$186.69				10/1/17	Assured	6/30/18	-	\$1,674,893.36	5.000%	\$41,872.33			
4/1/18	Ambac	6/30/18	\$48,201.39	-	5.240%	\$186.69				4/1/18	Assured	6/30/18	-	\$1,674,893.36	5.000%	\$41,872.33			
Total										Total									
Issuance: 2008-A										Issuance: 2008-A									
Date	Insurer	Fiscal Year	Amounts	Outstanding	Rate	Interest				Date	Insurer	Fiscal Year	Amounts	Outstanding	Rate	Interest			
10/1/14	Assured	6/30/15	-	\$722,601.64	5.000%	\$18,065.04				10/1/2022	Assured	6/30/2023	-	\$1,674,893.36	5.000%	\$41,872.33			
4/1/15	Assured	6/30/15	-	\$722,601.64	5.000%	\$18,065.04				4/1/2023	Assured	6/30/2024	-	\$1,674,893.36	5.000%	\$41,872.33			
10/1/15	Assured	6/30/16	-	\$722,601.64	5.000%	\$18,065.04				10/1/2023	Assured	6/30/2024	-	\$1,674,893.36	5.000%	\$41,872.33			
4/1/16	Assured	6/30/16	-	\$722,601.64	5.000%	\$18,065.04				4/1/2024	Assured	6/30/2024	-	\$1,674,893.36	5.000%	\$41,872.33			
10/1/16	Assured	6/30/17	-	\$722,601.64	5.000%	\$18,065.04				10/1/2024	Assured	6/30/2025	-	\$1,674,893.36	5.000%	\$41,872.33			
4/1/17	Assured	6/30/17	-	\$722,601.64	5.000%	\$18,065.04				4/1/2025	Assured	6/30/2025	\$388,545.08	\$1,286,348.28	5.000%	\$41,872.33			
10/1/17	Assured	6/30/18	-	\$722,601.64	5.000%	\$18,065.04				10/1/2025	Assured	6/30/2026	-	\$1,286,348.28	5.000%	\$32,158.71			
4/1/18	Assured	6/30/18	-	\$722,601.64	5.000%	\$18,065.04				4/1/2026	Assured	6/30/2026	\$408,244.78	\$878,103.50	5.000%	\$32,158.71			
10/1/18	Assured	6/30/19	-	\$722,601.64	5.000%	\$18,065.04				10/1/2026	Assured	6/30/2027	-	\$878,103.50	5.000%	\$21,952.59			
4/1/19	Assured	6/30/19	-	\$722,601.64	5.000%	\$18,065.04				4/1/2027	Assured	6/30/2027	\$428,363.62	\$449,739.88	5.000%	\$21,952.59			
10/1/19	Assured	6/30/19	-	\$722,601.64	5.000%	\$18,065.04				10/1/2027	Assured	6/30/2028	-	\$449,739.88	5.000%	\$11,243.50			
4/1/20	Assured	6/30/20	-	\$722,601.64	5.000%	\$18,065.04				4/1/2028	Assured	6/30/2028	\$449,739.88	-	5.000%	\$11,243.50			
10/1/20	Assured	6/30/20	-	\$722,601.64	5.000%	\$18,065.04				Total							\$1,674,893.36		
4/1/21	Assured	6/30/21	-	\$722,601.64	5.000%	\$18,065.04													
10/1/21	Assured	6/30/21	-	\$722,601.64	5.000%	\$18,065.04													
4/1/22	Assured	6/30/22	-	\$722,601.64	5.000%	\$18,065.04													
10/1/22	Assured	6/30/23	-	\$722,601.64	5.000%	\$18,065.04													
4/1/23	Assured	6/30/23	-	\$722,601.64	5.000%	\$18,065.04													
10/1/23	Assured	6/30/24	-	\$722,601.64	5.000%	\$18,065.04													
4/1/24	Assured	6/30/24	\$352,498.83	\$370,102.81	5.000%	\$9,252.57													
10/1/24	Assured	6/30/24	-	\$370,102.81	5.000%	\$9,252.57													
4/1/25	Assured	6/30/25	-	\$370,102.81	5.000%	\$9,252.57													
10/1/25	Assured	6/30/25	-	\$370,102.81	5.000%	\$9,252.57													
Total										Total									

**Exhibit B**

**EMERGENCY MANAGER ORDER**

B-1

ORDER NO. \_\_\_\_

ORDER OF THE EMERGENCY MANAGER OF THE CITY OF DETROIT, COUNTY OF WAYNE, STATE OF MICHIGAN, AUTHORIZING THE ISSUANCE AND RESTRUCTURING OF CERTAIN UNLIMITED TAX GENERAL OBLIGATION BONDS OF THE CITY OF DETROIT BY THE ISSUANCE BY THE CITY OF DETROIT OF NOT TO EXCEED \$287,560,790 DISTRIBUTABLE STATE AID FOURTH LIEN RESTRUCTURED BONDS (UNLIMITED TAX GENERAL OBLIGATION), SERIES 2014 IN ONE OR MORE SUB-SERIES FOR THE PURPOSE OF PROVIDING CERTAIN BANKRUPTCY PLAN OF ADJUSTMENT FINANCING FOR THE CITY RELATED TO UNLIMITED TAX GENERAL OBLIGATION BOND CLAIMS; AUTHORIZING A FIFTH SUPPLEMENT TO THE OUTSTANDING MASTER DEBT RETIREMENT TRUST INDENTURE TO SECURE REPAYMENT OF SAID BONDS; IMPLEMENTING THE ASSIGNMENT OF PAYMENTS ON NOT TO EXCEED \$43,349,210 OF THE CITY'S OUTSTANDING UNLIMITED TAX GENERAL OBLIGATION BONDS (STUB UTGO BONDS) PURSUANT TO THE PLAN OF ADJUSTMENT; AND AUTHORIZING THE AUTHORIZED OFFICERS TO MAKE CERTAIN DETERMINATIONS AND TO TAKE CERTAIN ACTIONS IN CONNECTION WITH THE TRANSFER OF A PORTION OF THE CITY'S OUTSTANDING UNLIMITED TAX GENERAL OBLIGATION BONDS IN CONSIDERATION FOR BONDS ISSUED BY THE MICHIGAN FINANCE AUTHORITY.

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ORDER NO. \_\_\_\_\_

ORDER OF THE EMERGENCY MANAGER OF THE CITY OF DETROIT, COUNTY OF WAYNE, STATE OF MICHIGAN, AUTHORIZING THE ISSUANCE AND RESTRUCTURING OF CERTAIN UNLIMITED TAX GENERAL OBLIGATION BONDS OF THE CITY OF DETROIT BY THE ISSUANCE BY THE CITY OF DETROIT OF NOT TO EXCEED \$287,560,790 DISTRIBUTABLE STATE AID FOURTH LIEN RESTRUCTURED BONDS (UNLIMITED TAX GENERAL OBLIGATION), SERIES 2014 IN ONE OR MORE SUB-SERIES FOR THE PURPOSE OF PROVIDING CERTAIN BANKRUPTCY PLAN OF ADJUSTMENT FINANCING FOR THE CITY RELATED TO UNLIMITED TAX GENERAL OBLIGATION BOND CLAIMS; AUTHORIZING A FIFTH SUPPLEMENT TO THE OUTSTANDING MASTER DEBT RETIREMENT TRUST INDENTURE TO SECURE REPAYMENT OF SAID BONDS; IMPLEMENTING THE ASSIGNMENT OF PAYMENTS ON NOT TO EXCEED \$43,349,210 OF THE CITY'S OUTSTANDING UNLIMITED TAX GENERAL OBLIGATION BONDS (STUB UTGO BONDS) PURSUANT TO THE PLAN OF ADJUSTMENT; AND AUTHORIZING THE AUTHORIZED OFFICERS TO MAKE CERTAIN DETERMINATIONS AND TO TAKE CERTAIN ACTIONS IN CONNECTION WITH THE TRANSFER OF A PORTION OF THE CITY'S OUTSTANDING UNLIMITED TAX GENERAL OBLIGATION BONDS IN CONSIDERATION FOR BONDS ISSUED BY THE MICHIGAN FINANCE AUTHORITY.

WHEREAS, at elections held on November 7, 1978, August 5, 1980, November 4, 1986, August 2, 1988, August 4, 1992, August 5, 1996, November 4, 1997, November 7, 2000, November 6, 2001, April 29, 2003, November 2, 2004 and February 24, 2009 (the "Prior Elections"), the qualified electors of the City of Detroit, County of Wayne, State of Michigan (the "City") authorized the issuance and sale of general obligation unlimited tax bonds of the City to finance certain public capital improvement projects of the City; and

WHEREAS, pursuant to the authorizations provided by certain of the Prior Elections, the City Charter, Act 279, Public Acts of Michigan, 1909, as amended ("Act 279"), Act 202, Public Acts of Michigan, 1943, as amended ("Act 202"), and Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), the City issued certain general obligation unlimited tax bonds (collectively, but not including the 2010A UTGO Bonds, as hereinafter defined, the "Prior UTGO Bonds") outstanding in the amounts set forth on Exhibit A attached hereto; and

WHEREAS, on March 18, 2010, pursuant to Act 80, Public Acts of Michigan, 1981, as amended ("Act 80") the City issued \$249,790,000 of its Distributable State Aid General Obligation Limited Tax Bonds, Series 2010 (the "DSA Bonds") secured by and payable from money received or to be received by the City derived from the imposition of taxes by the State of Michigan (the "State") and returned or to be returned to the City as provided by law ("Distributable Aid"); and

WHEREAS, in connection with the issuance of the DSA Bonds, the City entered into a Master Debt Retirement Trust Indenture (the "Master Indenture") and a First Supplemental Debt Retirement Trust Indenture, each dated as of March 1, 2010, (the "First Supplemental Indenture") between the City and U.S. Bank National Association, Detroit, Michigan, as master trustee (the "Master Trustee" or the "Trustee"), that provides for the escrow of Distributable Aid payments received by the Trustee on behalf of the City to pay the debt service on obligations of the City secured by Distributable Aid (the "Distributable Aid Obligations"); and

WHEREAS, pursuant to Act 80, the Master Indenture and the First Supplemental Indenture, the DSA Bonds have a first lien on the City's Distributable Aid to secure the payment of the DSA Bonds and to provide for the direct payment to the Master Trustee of the Distributable Aid to be held in trust and used solely for payment of principal of and interest on Distributable Aid Obligations, and for that purpose, the City, the Master Trustee and the State Treasurer of the State of Michigan (the "State Treasurer") entered into an Agreement dated as of March 1, 2010 (the "DSA Bonds Deposit Agreement"); and

WHEREAS, on December 16, 2010, pursuant to the City Charter, Act 279 and Act 34, the City issued \$100,000,000 Distributable State Aid Second Lien Bonds (Unlimited Tax General Obligation), Series 2010(A) (Taxable-Recovery Zone Economic Development Bonds-Direct Payment) (the "2010A UTGO Bonds") and sold them to the Michigan Finance Authority (the "MFA") under Act 227, Public Acts of Michigan, 1985, as amended ("Act 227"); and

WHEREAS, in connection with the issuance of the 2010A UTGO Bonds, the City entered into a Second Supplemental Debt Retirement Trust Indenture, dated as of December 1, 2010 (the "Second Supplemental Indenture") with the Trustee, to further provide for the security and payment of the 2010A UTGO Bonds with the unlimited tax levy and a second lien on Distributable Aid; and

WHEREAS, pursuant to Act 227, in order to provide for the direct payment of Distributable Aid to the Trustee to pay the debt service on the 2010A UTGO Bonds, the City, the MFA and the State Treasurer entered into an Agreement to Deposit Distributable State Aid with the Master Trustee for payment of the 2010A UTGO Bonds (the "UTGO Bonds Deposit Agreement"); and

WHEREAS, pursuant to Resolutions adopted on March 27, 2012 by the City Council of the City, certain Sale Orders of the Finance Director and Act 34, the City issued: (i) \$38,865,000 Self Insurance Distributable State Aid Third Lien Bonds (Limited Tax General Obligation), Series 2012(A2) (the "Series 2012(A2) Bonds"); (ii) \$30,730,000 Self Insurance Distributable State Aid Third Lien Refunding Bonds (Limited Tax General Obligation), Series 2012(A2-B) (the "Series 2012(A2-B) Bonds"); (iii) \$6,405,000 General Obligation Distributable State Aid Third Lien Capital Improvement Refunding Bonds (Limited Tax General Obligation) Series 2012B (the "Series 2012B Bonds"); and (iv) \$53,520,000 Self Insurance Distributable State Aid Third Lien Refunding Bonds (Limited Tax General Obligation), Series 2012(B2) (the "Series 2012(B2) Bonds", and collectively with the Series 2012(A2) Bonds, the Series 2012(A2-B) Bonds and the Series 2012B Bonds, the "Third Lien Bonds"); and

WHEREAS, the Third Lien Bonds were sold to the MFA and pursuant to Act 227 and Act 140, in order to provide for the direct payment of Distributable Aid to the Master Trustee to



Bonds”) as provided in this Order; and

WHEREAS, pursuant to a bond purchase contract (the “Purchase Contract”) between the City and the MFA, the City shall deliver the Bonds authorized hereunder (the “Bonds” or the “Municipal Obligation”) to the MFA, and in consideration thereof, the MFA will deliver its [Local Government Loan Program Revenue Bonds, Series 2014 (City of Detroit Unlimited Tax General Obligation Local Project Bonds)] (the “MFA Bonds”) to (i) the holders of the Holders Restructured UTGO Bonds (as defined in the UTGO Settlement Agreement) and (ii) the Bond Insurers and the Dissenting Bond Insurer as holders of the Insurer Owned Restructured UTGO Bonds (as defined in the UTGO Settlement Agreement) in consideration for the transfer of the Restructured UTGO Bonds to the MFA; and

WHEREAS, the MFA Bonds will be issued by the MFA in Authorized Denominations in the same aggregate principal amounts per maturity as the Restructured UTGO Bonds, rounded down as provided in this Order, for each denomination to the nearest Authorized Denomination; and on the Effective Date, as hereinafter defined, the holders of the Holders Restructured UTGO Bonds shall be paid the difference in principal amount, if any, between the Holders Restructured UTGO Bonds and the principal amount of MFA Bonds allocated and transferred to them as provided herein by the City from its General Fund or by the Master Trustee at the direction of the City from available funds on deposit in the Debt Retirement Fund (the “Debt Retirement Fund”) established hereunder, as determined by an Authorized Officer; and

WHEREAS, a portion of the Prior UTGO Bonds not restructured by the Municipal Obligation which mature on or after April 1, 2015, in the principal amount of \$43,349,210 (the “Stub UTGO Bonds” and collectively with the 2010A UTGO Bonds, the Municipal Obligation and any Additional Bonds (defined below), the “UTGO Bonds”) shall be reinstated, remain Outstanding in the amounts and will remain payable as shown on Exhibit C hereto; and

WHEREAS, the Stub UTGO Bonds also will be in Authorized Denominations; and

WHEREAS, upon satisfaction of all of the terms and conditions required of the City related to the confirmation of the Plan of Adjustment, the City shall establish the Business Day upon which the Plan of Adjustment shall become effective (the “Effective Date”); and

WHEREAS, on or after the Effective Date, the City shall issue and deliver the Municipal Obligation to the MFA and pursuant to the Plan of Adjustment, the Assigned UTGO Bond Tax Proceeds (as hereinafter defined), will be assigned to the Income Stabilization Funds and the GRS (collectively, the “Plan Assignees”) as such terms are defined in the Plan of Adjustment; and

WHEREAS, the Emergency Manager deems it necessary to authorize the issuance of the Bonds in one or more series in the aggregate principal amount of not to exceed Two Hundred Eighty-Seven Million Five Hundred Sixty Thousand Seven Hundred Ninety Dollars (\$287,560,790); and

WHEREAS, pursuant to the resolutions authorizing the Prior UTGO Bonds and the 2010A UTGO Bonds, this Order and Section 4a of Act 279, the City has pledged, and to the

extent permitted by applicable law, including without limitation, Section 12(1)(x) of Act 436, will create a lien upon the Debt Millage Revenues (as hereinafter defined) to pay the debt service on the UTGO Bonds; and

WHEREAS, pursuant to Section 4a of Act 279, and Section 701 of the Revised Municipal Finance Act, Act No. 34, Public Acts of Michigan, 2001, as amended, the Emergency Manager desires to provide for the deposit of the Debt Millage Revenues into a separate escrow account to be used for the sole purpose of paying principal of and interest on the UTGO Bonds and the administrative costs related to the deposit and escrow of Debt Millage Revenues; and

WHEREAS, in order to effectuate a lien, to the extent permitted by law, upon the debt millage revenues (the "Debt Millage Revenues") derived from the unlimited tax pledge in favor of the Registered Owners of the Bonds, it is necessary for the City to provide for the deposit of the proceeds of 100% of the City's unlimited tax general obligation debt millage levy in trust to further secure payment of the debt service on the Bonds, with U.S. Bank National Association, as Debt Millage Escrow Trustee (the "Debt Millage Escrow Trustee"), pursuant to a Debt Millage Deposit Escrow Agreement (the "Debt Millage Escrow Agreement") between the City and the Debt Millage Escrow Trustee; and

WHEREAS, the Emergency Manager recommends that the Bonds be secured by a fourth lien pledge of Distributable Aid under a Fifth Supplemental Debt Retirement Trust Indenture (the "Fifth Supplemental Indenture"), in addition to a pledge of the City's unlimited tax full faith and credit; and

WHEREAS, the Emergency Manager desires the Debt Millage Revenues to constitute special revenues under Section 902 of the Bankruptcy Code and to afford the holders of the UTGO Bonds the protection provided to "pledged special revenues," as that term is used in Section 922(d) of the Bankruptcy Code.

WHEREAS, the MFA may distribute one or more preliminary official statements (together with any supplements thereto, each a "Preliminary Official Statement") and final official statements (together with any supplements thereto, each an "Official Statement") to the holders of the MFA Bonds; and

WHEREAS, the Emergency Manager also desires to authorize the submission of disclosure information to the MFA, as applicable, if necessary in connection with the issuance and delivery of the Municipal Obligation and the issuance and delivery of the MFA Bonds; and

WHEREAS, the MFA will require, as a condition precedent to accepting the Municipal Obligation, that the City agree to provide continuing disclosure as required by Section (b)(5) of Rule 15c2-12 ("Rule 15c2-12") promulgated by the Securities and Exchange Commission under the Securities and Exchange Act of 1934, as amended; and

WHEREAS, the Emergency Manager also desires to authorize the submission of disclosure information to the holders of the Stub UTGO Bonds, if necessary in connection with the secondary marketing, if any, of the Stub UTGO Bonds by the holders thereof on the Effective Date; and

WHEREAS, pursuant to the authority of Section 315(1)(d) of Act 34, the Emergency Manager desires to delegate to the Finance Director the authority to make certain determinations with respect to the Bonds, if necessary, within the parameters of this Order and to take such other actions and make such other determinations as may be necessary to accomplish the delivery of the Bonds and the transactions contemplated by this Order, as shall be confirmed by the Finance Director in the Supplemental Order; and

WHEREAS, prior to the issuance of the Bonds, pursuant to Sections 12(1) (u) and 19(1) of Act 436, the Emergency Manager must obtain the approval of the issuance of the Bonds by the City Council, and if the City Council disapproves of the issuance of the Bonds, the issuance of the Bonds must be approved by the Board.

NOW, THEREFORE, BE IT ORDERED BY THE EMERGENCY MANAGER OF THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, PURSUANT TO THE CHARTER, ACT 34, ACT 227, ACT 279, AND ACT 436 AS FOLLOWS:

## **ARTICLE I**

### **DEFINITIONS AND INTERPRETATION**

Section 101. Definitions. The words and terms defined in the preambles and recitals hereof and the following words and terms as used in this Order shall have the meanings ascribed therein, herein or in the Plan of Adjustment unless a different meaning clearly appears from the context:

“Act 34” means Act 34, Public Acts of Michigan, 2001, as amended.

“Act 80” means Act 80, Public Acts of Michigan, 1981, as amended.

“Act 227” means Act 227, Public Acts of Michigan, 1985, as amended.

“Act 279” means Act 279, Public Acts of Michigan, 1909, as amended.

“Act 436” means Act No. 436, Public Acts of Michigan, 2012.

“Additional Bonds” shall mean any unlimited tax general obligation bonds issued under Act 279 on a parity with the Prior UTGO Bonds, the 2010A UTGO Bonds, the Municipal Obligation and the Stub UTGO Bonds as to the Aggregate UTGO Tax Levy.

“Aggregate UTGO Tax Levy” means all proceeds of the Debt Millage Revenues.

“Ambac” means Ambac Assurance Corporation.

“Assigned UTGO Bond Tax Proceeds” means that portion of the Aggregate UTGO Tax Levy designated to pay the principal of and interest on the Stub UTGO Bonds.

“Assured” means Assured Guaranty Municipal Corp. and Assured Guaranty Corp.

“Authorized Denominations” shall mean denominations of Bonds and Stub UTGO Bonds equal to multiples of \$1.00.

“Authorized Officer” means (i) the Emergency Manager or his designee or successor, or if the City is no longer operating under a financial emergency pursuant to Act 436, the Mayor of the City, the Finance Director or his or her designee, or (ii) any other person authorized by a Certificate of an Authorized Officer to act on behalf of or otherwise represent the City in any legal capacity, which such certificate shall be delivered, if at all, in the City’s sole discretion.

“Bankruptcy Case” means the City’s Bankruptcy Case No. 13-53846 in the U.S. Bankruptcy Court for the Eastern District of Michigan.

“Bankruptcy Court Order” has the meaning set forth in the recitals hereto.

“Board” has the meaning set forth in the recitals hereto.

“Bond” or “Bonds” means the Municipal Obligations.

“Bond Counsel” means Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit, Michigan, or such other nationally recognized firm of attorneys experienced in matters pertaining to municipal bonds and appointed to serve in such capacity by the City with respect to the Bonds.

“Bond Insurer” means Ambac, Assured or NPF, as the case may be, as an issuer of a bond insurance policy with respect to that portion of the Restructured UTGO Bonds such entity insures.

“Bond Orders” means collectively this Order and the Supplemental Order.

“Bond Registry” means the books for the registration of Bonds maintained by the Master Trustee.

“Bondowner”, “Owner” or “Registered Owner” means, with respect to any Bond, the person in whose name such Bond is registered in the Bond Registry.

“Business Day” means a day which is not (i) a Saturday, Sunday or legal holiday on which banks located in either the State of Michigan or the state or states in which the principal corporate trust office of the Master Trustee, is located are authorized or required by law to be closed, or (ii) a day on which the New York Stock Exchange is closed.

“Charter” means the Charter of the City, as amended from time to time.

“City” means the City of Detroit, County of Wayne, State of Michigan.

“Closing Date” means the date or dates upon which the Restructured UTGO Bonds are transferred to the MFA in consideration for the MFA Bonds.

“Code” means the Internal Revenue Code of 1986, as amended.

“Constitution” means the Constitution of the State of Michigan of 1963, as amended.

“Council” means the City Council of the City of Detroit, Michigan.

“Debt Millage Deposit” or “Debt Millage Deposits” means whenever used herein singularly, each payment of Debt Millage Revenues, and collectively all payments of Debt Millage Revenues by the City to the Debt Millage Escrow Trustee for deposit in the UTGO Debt Millage Fund in accordance with the Debt Millage Escrow Agreement.

“Debt Millage Escrow Agreement” means the Debt Millage Deposit Escrow Agreement, between the City and the Debt Millage Escrow Trustee, for the collection of 100% of the City’s unlimited tax general obligation bond debt millage.

“Debt Millage Escrow Trustee” means U.S. Bank National Association, Detroit, Michigan, as Debt Millage Escrow Trustee, and any successor to the Debt Millage Escrow Trustee substituted in its place pursuant to the provisions of the Debt Millage Escrow Agreement.

“Debt Millage Revenues” means the proceeds of the ad valorem debt millage levies, including interest subsidy payments received by the City in respect of the 2010A UTGO Bonds delinquent millage payments received from Wayne County, Michigan, or otherwise, pledged to and on account of unlimited tax general obligation bonds of the City for the payment of debt service on the Prior UTGO Bonds (or after the Effective Date, the UTGO Bonds), and the 2010A UTGO Bonds, the Municipal Obligation, the Stub UTGO Bonds and any Additional Bonds.

“Debt Retirement Fund” means the fund so designated and established under Section 501 hereof.

“Dissenting Bond Insurer” means Syncora Guarantee, Inc.

“Distributable Aid” has the meaning given in Act 80.

“DSA Bonds” means the City’s \$249,790,000 original principal amount Distributable State Aid General Obligation Limited Tax Bonds, Series 2010.

“Effective Date” has the meaning set forth in the recitals hereto.

“Fifth Supplemental Indenture” means the Fifth Supplemental Debt Retirement Trust Indenture, dated as of the date of issuance of the Bonds, between the City and the Master Trustee providing for the escrow of Distributable State Aid payments received by the Master Trustee on behalf of the City to pay the debt service on the Bonds.

“Finance Director” means the Finance Director of the City or his/her deputy or designee.

“First Lien Bonds” means the DSA Bonds.

“First Supplemental Indenture” means the First Supplemental Debt Retirement Trust Indenture dated as of March 1, 2010, between the City and the Master Trustee, providing for the

escrow of Distributable Aid payments received by the Master Trustee on behalf of the City to pay the debt service on the DSA Bonds.

“Fiscal Year” means the fiscal year of the City as in effect from time to time.

“Fourth Supplemental Indenture” has the meaning set forth in the recitals hereto.

“GRS” means General Retirement System for the City of Detroit.

“Income Stabilization Fund” means the Income Stabilization Funds as defined in the Plan of Adjustment.

“Interest Payment Date” has the meaning given such term in Section 302.

“Master Indenture” shall mean the Master Debt Retirement Trust Indenture dated as of March 1, 2010 by and between the City and U.S. Bank National Association, Detroit, Michigan, as Master Trustee, as supplemented by (i) the First Supplemental Indenture; (ii) the Second Supplemental Indenture; (iii) the Third Supplemental Indenture; (iv) the Fourth Supplemental Indenture; and (v) the Fifth Supplemental Indenture, by and between the City and the Master Trustee.

“Master Trustee” means U.S. Bank National Association, Detroit, Michigan, as Master Trustee under the Master Indenture, and successors to the Master Trustee substituted in its place pursuant to the provisions of the Master Indenture.

“Maximum Aggregate Principal Amount” has the meaning given such term in Section 201.

“MFA” means the Michigan Finance Authority, as successor to the Michigan Municipal Bond Authority.

“MFA Bonds” means has the meaning set forth in the recitals hereto.

“Municipal Obligation” has the meaning set forth in the recitals hereto.

“Non-Arbitrage and Tax Compliance Certificate” means the Non-Arbitrage and Tax Compliance Certificate of the City, dated the Closing Date, regarding rebate requirements and other tax responsibilities of the City relating to the Tax-Exempt Bonds under the Code.

“NPFG” means National Public Finance Guaranty Corporation.

“Order” means this Order of the Emergency Manager as supplemented by the Supplemental Order, and as amended from time to time pursuant to Article VII.

“Outstanding” when used with respect to:

- (1) the Bonds, means, as of the date of determination, the Bonds theretofore authenticated and delivered under this Order, except:

- (A) Bonds theretofore canceled by the Master Trustee or delivered to the Master Trustee for cancellation;
- (B) Bonds for whose payment money in the necessary amount, without the need for reinvestment thereof, has been theretofore deposited with the Master Trustee in trust for the registered owners of such Bonds;
- (C) Bonds delivered to the Master Trustee for cancellation in connection with (x) the exchange of such Bonds for other Bonds or (y) the transfer of the registration of such Bonds;
- (D) Bonds alleged to have been destroyed, lost or stolen which have been paid or replaced pursuant to this Order or otherwise pursuant to law; and
- (E) Bonds deemed paid as provided in Section 801.

“Permitted Investments” means those investments specified in Article III of the Debt Millage Escrow Agreement.

“Plan of Adjustment” has the meaning set forth in the recitals hereto.

“Plan Assignees” means the Income Stabilization Funds and the GRS.

“Prior DSA Bonds” means, collectively, the First Lien Bonds, the Second Lien Bonds and the Third Lien Bonds.

“Prior UTGO Bonds” has the meaning set forth in the recitals hereto.

“Pro Rata” means the proportion that a claim of one Holder of Restructured UTGO Bonds bears to the aggregate of all claims of all Holders of Restructured UTGO Bonds.

“Purchase Contract” means the purchase contract negotiated by the Finance Director between the City and the MFA, providing for the terms and conditions of the delivery of the Municipal Obligation to the MFA in anticipation of the transfer of the Restructured Bonds to the MFA in consideration for the MFA Bonds on the terms and conditions and in form and substance reasonably acceptable to the Bond Insurers.

“Regular Record Date” has the meaning given such term in Section 302.

“Restructured UTGO Bonds” has the meaning set forth in the recitals hereto.

“Second Lien Bonds” means the 2010A UTGO Bonds.

“Second Supplemental Indenture” has the meaning set forth in the recitals hereto.

“State” means the State of Michigan.

“State Treasurer” means the Treasurer of the State.

“Stub UTGO Bonds” has the meaning set forth in the recitals hereto.

“Supplemental Order” means, to the extent necessary, the order or orders of the Authorized Officer making certain determinations and/or confirming the final details of the Bonds upon the sale thereof in accordance with the parameters of this Order and the terms of the Purchase Contract.

“Tax-Exempt Bonds” means those Bonds, if any, the interest on which is excluded from gross income for federal tax purposes, as determined by the Authorized Officer in the Supplemental Order.

“Third Lien Bonds” has the meaning set forth in the recitals hereto.

“Third Supplemental Indenture” has the meaning set forth in the recitals hereto.

“UTGO Bonds” has the meaning in the recitals hereto.

“UTGO Bond Tax Levy” means that portion of the Aggregate UTGO Tax Levy at a level that was pledged to pay the Prior UTGO Bonds.

“UTGO Debt Millage Fund” means the fund so designated and authorized by Section 501 hereof and established under the Debt Millage Escrow Agreement.

“2010A UTGO Bonds” means the City’s outstanding Distributable State Aid Second Lien Bonds (Unlimited Tax General Obligation), Series 2010(A).

Section 102. Interpretation. (a) Words of the feminine or masculine genders include the correlative words of the other gender or the neuter gender.

(b) Unless the context shall otherwise indicate, words importing the singular include the plural and vice versa, and words importing persons include corporations, associations, partnerships (including limited partnerships), trusts, firms and other legal entities, including public bodies, as well as natural persons.

(c) Articles and Sections referred to by number mean the corresponding Articles and Sections of this Order.

(d) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms as used in this Order, refer to this Order as a whole unless otherwise expressly stated.

## ARTICLE II

### DETERMINATIONS

Section 201. Finding, and Declaration of Need to Issue Bonds; Authorized Denominations. (a) The Emergency Manager hereby finds and declares that it is necessary for the City to restructure and refund (under applicable state law) \$287,560,790 of the Prior UTGO Bonds which mature on or after April 1, 2015, by restructuring them as Restructured UTGO Bonds to be transferred to the MFA and in such form issuing them in the principal amounts as

shown on Exhibit B as Municipal Obligations, in Authorized Denominations and leaving \$43,349,210 of the Prior UTGO Bonds remaining outstanding as Stub UTGO Bonds in Authorized Denominations as shown on Exhibit C, pursuant to and in accordance with the provisions of Act 34 and Act 279, for the purpose of satisfying the Class 8 claims as required by the Plan of Adjustment. The MFA Bonds will, in the aggregate, mature or be subject to mandatory redemption and optional redemption in the same principal amounts per maturity, and bear interest at the same interest rates as the Restructured UTGO Bonds.

(b) On the Effective Date, that portion of the Aggregate UTGO Tax Levy designated to pay the principal of and interest on the Stub UTGO Bonds (but subject to the prior rights of the holders of the Municipal Obligation) (the "Assigned UTGO Bond Tax Proceeds") shall be assigned by the Plan of Adjustment (without any further consent or action on the part of, or additional consideration payable to, the Bond Insurers, the Dissenting Bond Insurer or the holders of the Stub UTGO Bonds) to the Plan Assignees, and such proceeds shall not be paid to the paying agent for the UTGO Bonds, but shall be paid to the Plan Assignees directly by the Debt Millage Escrow Trustee.

Section 202. Declaration of Borrowing. The City shall issue the Bonds as hereinafter provided and as finally confirmed by the Authorized Officer in the Supplemental Order, secured by the unlimited tax full faith, credit and resources of the City which will be payable from ad valorem taxes levied on all taxable property within the City without limitation as to rate or amount, for the purposes stated herein.

### ARTICLE III

#### AUTHORIZATION, REDEMPTION AND ASSIGNMENT OF THE BONDS

Section 301. Authorization of Bonds and Pledge. (a) The City hereby authorizes the issuance of the Bonds in such series and in such principal amounts as shall be confirmed in the Supplemental Order. The Bonds shall be payable from and secured, to the extent permitted by applicable law, including, without limitation, Section 12(1)(x) of Act 436, by a lien on the Debt Millage Revenues derived from an annual levy of ad valorem taxes on all taxable property in the City without limitation as to rate or amount. Pursuant to authorization provided in Act 227, the City hereby pledges as additional security for the payment of principal of and interest on the Bonds, Distributable Aid payments that the City is eligible to receive on a fourth lien basis subordinate to the pledge thereof for the payment of the Prior DSA Bonds. The Finance Director is hereby authorized and directed to negotiate, approve and execute the Fifth Supplemental Indenture for and on behalf of the City with U.S. Bank National Association, Detroit, Michigan, as Master Trustee, to provide for a fourth lien pledge of Distributable Aid to secure payment of the Bonds. Nothing in this Order shall restrict or be construed as restricting the City's ability to make additional pledges or assignments of Distributable Aid as security for current or future bonds or obligations of the City, subject to the requirements for the issuance of additional bonds and obligations set forth in the Master Indenture.

(b) The Debt Millage Revenues as pledged by the City to secure payment of the Bonds, shall constitute "special revenues," as defined in Section 902 of the Bankruptcy Code and "pledged special revenues," as the term is used in Section 922(d) of the Bankruptcy Code.

Section 302. Designations, Dates, Interest Rates, Maturities, Redemption and Other Terms of the Bonds and Stub UTGO Bonds.

(a) The Bonds shall be designated as "DISTRIBUTABLE STATE AID FOURTH LIEN RESTRUCTURED BONDS (UNLIMITED TAX GENERAL OBLIGATION), SERIES 2014 and may bear such later or earlier dates and additional or alternative designations as the Authorized Officer may determine in the Supplemental Order, shall be issued in fully registered form and shall be consecutively numbered from "R-1" upwards, respectively unless otherwise provided by the Authorized officer in the Supplemental Order. The Bonds shall be dated and issued in Denominations all as determined by the Authorized Officer and confirmed by the Authorized Officer in the Supplemental Order.

(b) The Bonds shall be issued in multiple separate series, each one corresponding to the related series of the Prior UTGO Bonds listed on Exhibit A hereto. Each separate series of the Municipal Obligations shall be issued in a principal amount equal to 86.9% of the outstanding principal amount of each maturity of the related series of Prior UTGO Bonds in Authorized Denominations as provided in Section 201(a). Each series of Municipal Obligations shall be further subdivided into two subseries, with one subseries equal to 84.5% of the outstanding principal amount of each maturity of the related series of Prior UTGO Bonds, in Authorized Denominations, and the second subseries equal to 2.4% of the outstanding principal amount of each maturity of the related series of Prior UTGO Bonds, in Authorized Denominations.

(c) The Bonds and the Stub UTGO Bonds shall bear interest from \_\_\_\_\_, 201\_, at the same interest rate per annum as the related Prior UTGO Bonds; be subject to amortization on the same schedule as the related Prior UTGO Bonds; mature on the same dates; and be subject to redemption in the same manner as the related Prior UTGO Bonds. Unless otherwise provided by the Authorized Officer in the Supplemental Order, interest on the Bonds shall be calculated on the basis of a 360 day year consisting of twelve, 30 day months. In the event that a calculation of interest is not an integral multiple of \$0.01, the Paying Agent shall round all amounts less than or equal to \$0.0049 down to the nearest \$0.01 and round all amounts greater than \$.0049 up to the nearest \$0.01. The Bonds shall be payable, as to principal and interest, in lawful money of the United States of America.

(d) On or after the Effective Date, the Municipal Obligations shall be delivered to the MFA in consideration for bonds to be issued by the MFA (the "MFA Bonds") and the following additional provisions shall apply:

(1) Each subseries of Municipal Obligations shall be in the form of a single fully-registered, nonconvertible bond in the denomination of the full principal amount thereof, dated as of the date of delivery of the Municipal Obligations, payable in principal installments serially shown on Exhibit B and approved by the MFA and the Authorized Officer. The obligation to deliver the Municipal Obligations to the MFA shall be evidenced by execution of a Purchase Contract (the "Purchase Contract") between the City and the MFA providing for the transfer of the Municipal Obligations to the MFA in consideration for the MFA Bonds, and an Authorized Officer is authorized and directed to execute and deliver the Purchase Contract when it is in final form and to make the

determinations set forth above. An Authorized Officer is authorized and directed to approve of a series designation with respect to each series of Municipal Obligations.

(2) Each subseries of the Municipal Obligations shall not be convertible or exchangeable into more than one fully-registered bond. Principal of and interest on the Municipal Obligations shall be payable as provided in the Bond form in this Order as the same may be amended to conform to MFA requirements.

(3) The Master Trustee shall record on the registration books payment by the City of each installment of principal or interest or both when made and the cancelled checks or other records evidencing such payments shall be returned to and retained by the City Treasurer.

(4) Upon payment by the City of all outstanding principal of and interest on a Municipal Obligation, the MFA shall deliver the respective Municipal Obligation to the City for cancellation.

(e) Concurrently with the restructuring of a portion of the Prior UTGO Bonds and issuance of the MFA Bonds, the Stub UTGO Bonds, in Authorized Denominations as provided in Section 201(a), will be reinstated and remain Outstanding and will be payable from the UTGO Bond Tax Levy, provided that the Assigned UTGO Bond Tax Proceeds as assigned by the Plan of Adjustment shall be paid by the Debt Millage Escrow Trustee to the Plan Assignees and such proceeds shall not be paid to the paying agent for the Stub UTGO Bonds.

Section 303. Execution, Authentication and Delivery of Bonds. The Bonds shall be executed in the name of the City by the manual or facsimile signatures of the Mayor and the Finance Director and authenticated by the manual signature of the Finance Director, and the seal of the City (or a facsimile thereof) shall be impressed or imprinted on the Bonds. After the Bonds have been executed and authenticated for delivery, they shall be delivered by the Finance Director to the MFA in consideration for the issuance of the MFA Bonds.

Section 304. Authentication of the Bonds. Anything in this Order to the contrary notwithstanding, the Bonds bearing the manual or facsimile signatures of the Mayor and the Finance Director shall require no further authorization.

Section 305. The MFA's Depository. Notwithstanding any other provision herein to the contrary, as long as the MFA is the owner of the Bonds, the Bonds are payable as to principal, premium, if any, and interest at the corporate trust office of \_\_\_\_\_, \_\_\_\_\_, Michigan, or such other qualified bank or financial institution as shall be designated in writing to the City by the MFA (the "Authority's Depository"). The City will deposit, or cause the Master Trustee, to deposit with the MFA's Depository payments of the principal of, premium, if any, and interest on the Bonds in immediately available funds at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. Written notice of any redemption of the Bonds shall be given by the City and received by the MFA's Depository at least 40 days prior to the date on which such redemption is to be made.

Section 306. Mutilated, Destroyed, Stolen or Lost Bonds. (a) Subject to the provisions of Act 354, Public Acts of Michigan, 1972, as amended and any other applicable law, if (i) any mutilated Bond is surrendered to the City, and the City receives evidence to its satisfaction of the destruction, loss or theft of any Bond and (ii) there is delivered to the City such security or indemnity as may be required by it to save the City harmless, then, in the absence of notice to the City that such Bond has been acquired by a bona fide purchaser, the City shall execute and deliver in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding.

(b) If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Bond, pay such Bond.

(c) Any new Bond issued pursuant to this Section in substitution for a Bond alleged to be mutilated, destroyed, stolen or lost shall constitute an original additional contractual obligation on the part of the City, and shall be equally secured by and entitled to equal proportionate benefits with all other Bonds of like tenor issued under this Order.

Section 307. Form of the Bonds. The Bonds shall be in substantially the following form with such insertions, omissions, substitutions and other variations as shall not be inconsistent with this Order or required by the Michigan Attorney General and the MFA or permitted by the Supplemental Order or as approved by an Authorized Officer and Bond Counsel:

[Form of Bond]

United States of America  
State of Michigan  
County of Wayne

CITY OF DETROIT  
DISTRIBUTABLE STATE AID FOURTH LIEN RESTRUCTURED BOND  
(UNLIMITED TAX GENERAL OBLIGATION), SERIES 2014\_\_

REGISTERED OWNER: Michigan Finance Authority

PRINCIPAL AMOUNT: \_\_\_\_\_ Dollars (\$\_\_\_\_,000)

DATE OF ORIGINAL ISSUE: \_\_\_\_\_, 2014

The CITY OF DETROIT, County of Wayne, State of Michigan (the "City"), for value received, hereby promises to pay to the Michigan Finance Authority (the "Authority"), or registered assigns, the Principal Amount shown above, in lawful money of the United States of America, unless prepaid prior thereto as hereinafter provided. Capitalized terms used herein, but not defined herein, shall have the meanings ascribed to them in the Order, as hereinafter defined.

The Principal Amount shall be payable on the dates and in the annual principal installment amounts set forth in Schedule A attached hereto and made a part hereof, or if a portion of the Principal Amount is prepaid as provided below, with interest on said principal installments from the [Date of Original Issue] shown above, until paid at the rate [of interest as set forth on the attached schedule] [of \_\_\_\_\_ percent (\_\_\_\_%) per annum]. Interest is first payable on \_\_\_\_\_ 1, 20\_\_, and semiannually thereafter on the first day of \_\_\_\_\_ and \_\_\_\_\_ of each year, as set forth in the Purchase Contract.

Notwithstanding any other provision of this bond, as long as the MFA is the owner of this bond, (a) this bond is payable as to principal, premium, if any, and interest at the corporate trust office of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, or at such other place as shall be designated in writing to the City by the MFA (the "Authority's Depository"); (b) the City agrees that it will cause the Master Trustee to deposit with the MFA's Depository payments of the principal of, premium, if any, and interest on this bond in immediately available funds at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; and (c) written notice of any redemption of this bond shall be given by the City and received by the MFA's Depository at least 40 days prior to the date on which such redemption is to be made.

Additional Interest

[In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest

(the "additional interest") at a rate equal to the rate of interest which is two percent above the MFA's cost of providing funds (as determined by the MFA) to make payment on the bonds of the MFA issued to provide funds to purchase this bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the MFA has been fully reimbursed for all costs incurred by the MFA (as determined by the MFA) as a consequence of the City's default. Such additional interest shall be payable on the interest payment date following demand of the MFA. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the MFA) the investment of amounts in the reserve account established by the MFA for the bonds of the MFA issued to provide funds to purchase this bond fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the MFA issued to fund such account, the City shall and hereby agrees to pay on demand only the City's pro rata share (as determined by the MFA) of such deficiency as additional interest on this bond.]

This bond is a single, fully-registered, non-convertible bond in the principal sum of \$\_\_\_\_,000, issued pursuant to and in accordance with Act 34, Public Acts of Michigan, 2001, as amended, and Act 279, Public Acts of Michigan, 1909, as amended, Act 227, Public Acts of Michigan, 1985, as amended ("Act 227") and pursuant to and in accordance with an Order duly adopted by the Emergency Manager of the City on \_\_\_\_\_, \_\_\_\_\_ [and a Supplemental Order of the Authorized Officer of the City issued on \_\_\_\_\_, \_\_\_\_\_ (together,) the "Order"). The Bonds are issued for the purpose of restructuring certain unlimited tax general obligation bonds of the City as described in the Order, pursuant to the City's Plan of Adjustment under the Bankruptcy Case.

[Optional and/or Mandatory Redemption Provisions]

This Bond is payable out of the City's Debt Retirement Fund for this issue (which will be held by the Master Trustee), and the City is obligated to levy annually sufficient taxes to provide for the payment of the principal of and interest on the bonds of this issue as they mature on all taxable property in the City without limitation as to rate or amount (the revenues of such levy, the "Debt Millage Revenues").

The Bonds shall be payable from and secured, to the extent permitted by applicable law, including without limitation, Section 12(1)(x) of Act 436, by a lien on the Debt Millage Revenues.

The Debt Millage Revenues as pledged by the City to secure payment of the Bonds, shall constitute "special revenues," as defined in Section 902 of the Bankruptcy Code and "pledged special revenues," as the term is used in Section 922(d) of the Bankruptcy Code.

As additional security for the City's obligation to pay the Bonds, pursuant to Act 227 the City has pledged the payments that the City is eligible to receive from the State of Michigan under Act 140, Public Acts of Michigan, 1971, as amended ("Distributable Aid"), and certain monies in the funds and accounts established by the City with U.S. Bank National Association, as master trustee (the "Trustee"), pursuant to the terms and conditions of a Master Debt Retirement Trust Indenture dated as of March 1, 2010, as supplemented, by (i) the First Supplemental Debt Retirement Trust Indenture dated as of March 1, 2010; (ii) the Second

Supplemental Debt Retirement Trust Indenture dated as of December 1, 2010; (iii) the Third Supplemental Debt Retirement Trust Indenture dated as of March 1, 2012; (iv) the Fourth Supplemental Debt Retirement Trust Indenture dated as of August 1, 2012; and (v) the Fifth Supplemental Debt Retirement Trust Indenture, dated as of \_\_\_\_\_, 2014, by and between the City and the Master Trustee (collectively, the "Trust Indenture"). The pledge and lien on Distributable Aid securing the Bonds is on a fourth lien basis to a lien on Distributable Aid securing the City's outstanding Prior DSA Bonds. The City has reserved the right to make additional pledges or assignments of Distributable Aid on a prior, parity or subordinate basis with the pledge of Distributable Aid securing the Prior DSA Bonds and the Bonds as security for future bonds or obligations of the City, subject to the requirements for the issuance of additional bonds and obligations as provided in the Trust Indenture.

This bond is transferable only upon the registration books of the City by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the City duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the City, including this bond and the series of bonds of which this is one, does not exceed any constitutional, statutory or charter debt limitation.

IN WITNESS WHEREOF, the City of Detroit by authority of its Mayor, has caused this bond to be signed for and on its behalf and in its name by the manual or facsimile signature of the Mayor of the City and the manual or facsimile signature of its Finance Director and the official seal of the City to be impressed hereon, all as of the Date of Original Issue.

**CITY OF DETROIT**

County of Wayne  
State of Michigan

By \_\_\_\_\_

Its Mayor

(SEAL)

By \_\_\_\_\_

Its Finance Director

## ARTICLE IV

### SPECIAL COVENANTS

Section 401. Tax Exemption Covenant for Tax-Exempt Bonds. The City covenants that it will not take any action, or fail to take any action required to be taken, if taking such action or failing to take such action would adversely affect the general exclusion from gross income of interest on any Tax-Exempt Bonds, from federal income taxation under the Code.

Section 402. Arbitrage Covenant. (a) The City will not directly or indirectly (1) use or permit the use of any proceeds of any Tax-Exempt Bonds or other funds of the City or (2) take or omit to take any action required by Section 148(a) of the Code in order to maintain the exclusion from gross income of the interest on any Tax-Exempt Bonds for federal income tax purposes. To that end, the City will comply with all requirements of Section 148 of the Code to the extent applicable to the Tax-Exempt Bonds and the requirements set forth in the Non-Arbitrage and Tax Compliance Certificate of the City.

(b) Without limiting the generality of subsection (a), above, the City agrees that there shall be paid by the City from time to time all amounts, if any, required to be rebated to the United States pursuant to Section 148(f) of the Code. This covenant shall survive payment in full or defeasance of the Tax-Exempt Bonds.

(c) Notwithstanding any provision of this Section, if the City obtains an opinion of Bond Counsel to the effect that any action required under this Section is no longer required, or that some further action is required, to maintain the exclusion from gross income of the interest of any Tax-Exempt Bonds for federal income tax purposes pursuant to Section 103 of the Code, the City may conclusively rely on such opinion in complying with the provisions hereof.

## ARTICLE V

### FUNDS AND ACCOUNTS; DISPOSITION OF BOND PROCEEDS

Section 501. Establishment of Accounts and Funds. (a) The City hereby establishes and creates the following special, separate and segregated accounts and funds which shall be held in trust by the Master Trustee for the benefit of the Bondholders:

- A. Debt Retirement Fund; and
- B. Series 2014 Escrow Fund.

(b) Pursuant to Section 201(b) of the Fifth Supplemental Indenture, the Master Trustee shall establish within the Series 2014 Escrow Fund, the separate and segregated sub-accounts designated the "Distributable Aid Account," the "Series 2014 Tax Levy Account" and the "General Account," the deposits into which and withdrawals from which shall be governed by Article II of the Fifth Supplemental Indenture.

(c) The UTGO Debt Millage Fund shall be established with the Debt Millage Escrow Trustee by the Finance Director of the City under the Debt Millage Escrow Agreement which is

hereby authorized. The Finance Director is hereby authorized to negotiate the terms of the Debt Millage Escrow Agreement and to execute and deliver it for and on behalf of the City. The Finance Director is further hereby authorized to establish such accounts, subaccounts or other funds as shall be required for the Bonds, if any, to accommodate the requirements of such series of Bonds.

Section 502. Debt Retirement Fund-All Bonds. Proceeds of the Debt Millage Revenues levied pursuant to Section 301 hereof and transferred by the Debt Millage Escrow Trustee to the Master Trustee in accordance with the terms of the Debt Millage Escrow Agreement shall be used to pay the principal of and interest on the Bonds when due. The foregoing amounts shall be placed in the Debt Retirement Fund and held in trust by the Master Trustee, and so long as the principal of or interest on the Bonds shall remain unpaid, no moneys shall be withdrawn from the Debt Retirement Fund except to pay such principal and interest. Any amounts remaining in the Debt Retirement Fund after payment in full of the Bonds shall be retained by the City to be used for any lawful purpose.

Section 503. Debt Retirement Fund – Series 2014 Escrow Fund. As additional security for Bonds, Distributable Aid payments to be received by the City from time to time shall be distributed by the State Treasurer to the Master Trustee and deposited by the Master Trustee in the Debt Retirement Fund (designated the “Distributable State Aid – Common Debt Retirement Fund” in the Master Indenture), and allocated and set-aside by the Master Trustee into the Series 2014 Escrow Fund in accordance with the provisions of the Master Indenture and the related Fifth Supplemental Indenture for the payment of the principal of and interest on the Bonds when due. Any amounts remaining in the Debt Retirement Fund after the setting aside of the amounts necessary to satisfy the Deposit Date Balance Requirements (defined in the Master Indenture) of all DSA Escrow Funds (defined in the Master Indenture), shall be released to the City for deposit to the General Fund of the City.

Section 504. Investment of Monies in the Funds and Accounts. (a) The Finance Director shall direct the investment of monies on deposit in the Funds and Accounts established hereunder, and the Master Trustee, upon written direction or upon oral direction promptly confirmed in writing by the Finance Director, shall use its best efforts to invest monies on deposit in the Funds and Accounts in accordance with such direction.

(b) Monies on deposit in the Funds and Accounts may be invested in such investments and to the extent permitted by applicable law.

## ARTICLE VI

### THE MASTER TRUSTEE

Section 601. Master Trustee. Except as otherwise required by the MFA, the Master Trustee for the Bonds shall act as bond registrar, transfer agent and trustee for the Bonds, and shall be initially U.S. Bank National Association, Detroit, Michigan, or such other bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Master Trustee means and includes any company into which the Master Trustee may be merged or converted or with which

it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Master Trustee may sell or transfer all or substantially all of its corporate trust business, provided, that such company shall be a trust company or bank which is qualified to be a successor to the Master Trustee as determined by the Finance Director, shall be authorized by law to perform all the duties imposed upon it by this Order, and shall be the successor to the Master Trustee without the execution or filing of any paper or the performance of any further act, anything herein to the contrary notwithstanding. The Finance Director is authorized to enter into a Fifth Supplement to the Master Trust Indenture in the form of a Fifth Supplemental Indenture with the Master Trustee, and from time to time as required, may designate a similarly qualified successor Master Trustee and enter into an agreement therewith for such services.

Section 602. Fifth Supplemental Indenture. The Authorized Officers are each hereby authorized and directed on behalf of the City to take any and all other actions and perform any and all acts that shall be required, necessary or desirable to enter into and implement the Fifth Supplemental Indenture with the Master Trustee, including, but not limited to, entering into an agreement with the State Treasurer in accordance with Act 227 to provide for the direct payment of Distributable Aid by the State Treasurer to the Master Trustee as additional security for the Bonds.

## ARTICLE VII

### SUPPLEMENTAL ORDERS OR RESOLUTIONS

Section 701. Supplemental Orders or Resolutions Not Requiring Consent of Holders of the Bonds. The City may with the prior written consent of the Bond Insurers, which in the opinion of the independent Bond Counsel are affected by such order or resolution, but without the consent of any Bondowner, adopt orders or resolutions supplemental to this Order for any one or more of the following purposes:

- (i) to confirm or further assure the security hereof or to grant or pledge to the holders of the Bonds any additional security;
- (ii) to add additional covenants and agreements of the City for the purposes of further securing the payment of the Bonds;
- (iii) to cure any ambiguity or formal defect or omission in this Order;
- (iv) to amend provisions in the Order relating to rebate to the United States Government or otherwise, which in the opinion of Bond Counsel are required in order to maintain the exclusion of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes; and
- (v) such other action not materially, adversely and directly affecting the security of the Bonds;

provided that the effectiveness of any supplemental order or resolution is subject to Section 702 to the extent applicable.

Section 702. Opinion and Filing Under Act 34. Before any supplemental order or resolution under this Article shall become effective, a copy thereof shall be filed with the Master Trustee, together with an opinion of Bond Counsel that such supplemental order or resolution is authorized or permitted by this Article; provided that Bond Counsel in rendering any such opinion shall be entitled to rely upon certificates of the Finance Director or other City official, and opinions or reports of consultants, experts and other professionals retained by the City to advise it, with respect to the presence or absence of facts relative to such opinion and the consequences of such facts.

## ARTICLE VIII

### DEFEASANCE

Section 801. Defeasance. Bonds shall be deemed to be paid in full upon the deposit in trust of cash or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, or any combination thereof, not redeemable at the option of the issuer thereof, the principal and interest payments upon which, without reinvestment thereof, will come due at such times and in such amounts, as to be fully sufficient to pay when due, the principal of such Bonds and interest to accrue thereon, as confirmed by a verification report prepared by an independent certified public accountant; provided, that if any of such Bonds are to be called for redemption prior to maturing, irrevocable instructions to call such Bonds for redemption shall be given only with the prior written consent of the MFA and on such terms as may be required by the MFA. Such cash and securities representing such obligations shall be deposited with a bank or trust company and held for the exclusive benefit of the Owners of such Bonds. After such deposit, such Bonds shall no longer be entitled to the benefits of this Order (except for any rights of transfer or exchange of Bonds as therein or herein provided for) and shall be payable solely from the funds deposited for such purpose and investment earnings, if any, thereon, and the lien of this Order for the benefit of such Bonds shall be discharged.

## ARTICLE IX

### OTHER PROVISIONS OF GENERAL APPLICATION

Section 901. Approval of Other Documents and Actions. The Mayor, the Finance Director, the Treasurer and the City Clerk are hereby authorized and directed on behalf of the City to take any and all other actions, perform any and all acts and execute any and all documents that shall be required, necessary or desirable to implement this Order.

The Finance Director is authorized to file applications with and to pay the related fees, if any, to the Michigan Department of Treasury at his discretion under Act 34 for an Order or Orders of Approval to issue all or a portion of the Bonds, and apply for such waivers or other Treasury approvals as necessary to implement the issuance, delivery and security for the Bonds, and as required by the Michigan Department of Treasury and Act 34. The Finance Director is authorized and directed to apply for ratings on the Bonds, if necessary, and pay any post closing filing fees required by Act 34 to the Michigan Department of Treasury or other specified agency, from legally available funds.

Section 902. Continuing Disclosure Undertaking. The City shall enter into a continuing disclosure undertaking pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission (the "Rule") for the benefit of the MFA and the holders and beneficial owners of the MFA Bonds in connection with the delivery of the Bonds as to which the Rule is applicable, as more specifically set forth in Exhibit D hereto (the "Undertaking"); provided, however, that the terms of the Undertaking are subject to completion and modification prior to delivery of the Bonds by the Finance Director to such extent as the Finance Director shall deem necessary to comply with law or market requirements. The Finance Director is authorized to execute and deliver the Undertaking after completion and modification as provided in this Order and the Supplemental Order.

Section 903. Delegation of City to, and Authorization of Actions of the Mayor and the Finance Director. (a) Prior to the delivery date for the Bonds, the Finance Director may cause the preparation and approve the form and distribution of City disclosure, if necessary, for any Preliminary Official Statement or Official Statement of the MFA and offering materials to be used in conjunction with the transfer of the Municipal Obligations to the MFA in form and substance reasonably acceptable to the Bond Insurers, and the issuance of the MFA Bonds, and the Mayor or Finance Director shall deem the City's disclosure "final" for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

(b) The Finance Director is hereby authorized and directed to do and perform any and all acts and things with respect to the Bonds which are necessary and appropriate to carry into effect, consistent with this Order, the authorizations therein and herein contained, including without limitation, the securing of ratings by bond rating agencies, if cost effective, the negotiation for and acquisition of bond insurance and/or other credit enhancement, if any, to further secure the Bonds or any portions thereof, the acquisition of an irrevocable surety bond to fulfill the City's obligation to fund any reserve account, the printing of the Bonds and the incurring and paying of reasonable fees, costs and expenses incidental to the foregoing and other costs of issuance of the Bonds including, but not limited to fees and expenses of bond counsel, financial advisors, accountants and others, from Bond proceeds or other available funds, for and on behalf of the City.

(c) Except as otherwise provided herein, all determinations and decisions of the Finance Director with respect to the issuance and sale of the Bonds as permitted or required by this Order shall be confirmed by the Authorized Officer in a Supplemental Order or Supplemental Orders, and such confirmations shall constitute determinations that any conditions precedent to such determinations and decisions of the Authorized Officer have been fulfilled.

Section 904. Act 34 Approval of the Bonds. The Bonds shall neither be issued nor delivered unless and only so long as the issuance of the Bonds as provided herein shall have been authorized and approved in accordance with the applicable provisions of Act 34.

Section 905. Approving Legal Opinions with Respect to the Bonds. Transfer of the Bonds to the MFA shall be conditioned upon receiving, at the time of delivery, the approving opinion of Bond Counsel, approving legality of the Bonds and, with respect to Bonds determined by the Finance Director to be issued on a tax-exempt basis, the exclusion from gross income of the interest paid thereon from federal and State income taxation only.

Section 906. Negotiated Transaction. (a) Pursuant to Section 309(1) of Act 34 the Emergency Manager determines to negotiate the delivery of the Bonds to the MFA in consideration for the transfer by the City to the MFA of the Bonds, as provided in the Purchase Contract approved by the Finance Director within the parameters established hereby, and confirmed by the Finance Director in the Supplemental Order. The reason for choosing a negotiated transaction instead of a competitive sale is that the terms of the Plan of Adjustment and the UTGO Settlement Agreement require the City to secure the payment of the Bonds with Distributable Aid under the terms of Act 227 which may only be accomplished by a delivery of the Bonds to the MFA. The negotiated transaction will allow the Municipal Obligations to be transferred to the MFA in consideration for the MFA Bonds to successfully implement a portion of the Plan of Adjustment.

(b) Subject to the foregoing, the Purchase Contract shall be dated the date of delivery of the Bonds. The Finance Director is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City.

Section 907. Delivery of Bonds. Subject to the approval of the Supplemental Order, the Finance Director is hereby authorized to deliver the Municipal Obligations to the MFA upon the issuance and delivery of the MFA Bonds in consideration therefor.

Section 908. Official Statement. The Finance Director is hereby authorized to execute the Official Statement or other offering materials with respect to the Bonds in the form approved by him with such changes as the Finance Director may authorize. Circulation of the Preliminary Official Statement, if any, or other preliminary offering materials is hereby approved.

Section 909. Appointment of Bond Counsel; Engagement of Other Parties. The appointment by the Emergency Manager of the law firm of Miller, Canfield, Paddock and Stone, P.L.C. of Detroit, Michigan, as Bond Counsel for the Bonds is hereby ratified and confirmed, notwithstanding the periodic representation by Miller, Canfield, Paddock and Stone, P.L.C., in unrelated matters of other parties and potential parties to the issuance of the Bonds. The fees and expenses of Miller, Canfield, Paddock and Stone, P.L.C. as Bond Counsel and other accumulated bond related fees and expenses shall be payable as a cost of issuance from available funds in accordance with the agreement of such firm on file with the Emergency Manager.

Section 910. Parties in Interest. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Master Trustee, the MFA, the holders of the Bonds, the holders of the MFA Bonds, the Bond Insurers, and the Dissenting Bond Insurer any right, remedy or claim under or by reason of this Order or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Order contained by and on behalf of the City, or the MFA shall be for the sole and exclusive benefit of the City and the MFA.

Section 911. No Recourse Under Order. All covenants, agreements and obligations of the City contained in this Order shall be deemed to be the covenants, agreements and obligations of the City and not of any councilperson, member, officer or employee of the City in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Order against any councilperson, member,

officer or employee of the City or any person executing the Bonds in his or her official individual capacity.

Section 912. Severability. If any one or more sections, clauses or provisions of this Order shall be determined by a court of competent jurisdiction to be invalid or ineffective for any reason, such determination shall in no way affect the validity and effectiveness of the remaining sections, clauses and provisions hereof.

Section 913. Cover Page, Table of Contents and Article and Section Headings. The cover page, table of contents and Article and Section headings hereof are solely for convenience of reference and do not constitute a part of this Order, and none of them shall affect its meaning, construction or effect.

Section 914. Conflict. All resolutions or parts of resolutions or other proceedings of the City in conflict herewith shall be and the same hereby are repealed insofar as such conflict exists.

Section 915. Governing Law and Jurisdiction. This Order shall be governed by and construed in accordance with the laws of the State.

Section 916. Order and Supplemental Order are a Contract. The provisions of this Order and the Supplemental Order shall constitute a contract among the City, the MFA, the holders of the Bonds and the Bond Insurers.

Section 917. Effective Date. This Order shall take effect immediately upon its adoption by the Council.

Section 918. Notices. All notices and other communications hereunder shall be in writing and given by United States certified or registered mail, expedited courier overnight delivery service or by other means (including facsimile transmission) that provides a written record of such notice and its receipt. Notices hereunder shall be effective when received and shall be addressed to the address set forth below or to such other address as any of the below persons shall specify to the other persons:

If to the City, to:

City of Detroit  
Finance Department  
1200 Coleman A. Young Municipal Center  
Detroit, Michigan 48226  
Attention: Finance Director

If to the Master Trustee, to:

U.S. Bank National Association  
535 Griswold, Suite 550 Buhl Bldg.  
Detroit, MI 48226  
Attention: Corporate Trust Dept.

If to the MFA, to:

Michigan Finance Authority  
Austin Building, 1st Floor  
430 W. Allegan  
Lansing, MI 48922

If to the Bond Insurers to:

Ambac Assurance Corporation  
One State Street Plaza  
New York, New York 10004  
Attention: Surveillance Department and General  
Counsel's Office

Assured Guaranty Municipal Corp and Assured  
Guaranty Corp.  
31 West 52<sup>nd</sup> Street  
New York, NY 10019  
Attention: Kevin J. Lyons  
Attention: Terence Workman

National Public Finance Guarantee Corporation  
113 King Street  
Armonk, NY 10504  
Attention: Kenneth Epstein and William J. Rizzo

**EXHIBIT A**

**OUTSTANDING PRIOR UTGO BONDS**

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\* Subject to Mandatory Redemption

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# UTGO Series Prior Bonds - Debt Service

UTGO Series	Maturity Date	Rate	Principal	Insurer	Interest										Interest				
					10/1/21	4/1/22	10/1/22	4/1/23	10/1/23	4/1/24	10/1/24	4/1/25	10/1/25	4/1/26		10/1/26	4/1/27	10/1/27	4/1/28
13-53840-1999-A UTGO 1999-A DO 9903434	4/1/15	5.250%	\$2,850,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$149,625.00	
	4/1/16	5.000%	\$2,995,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$299,500.00	
	4/1/17	5.000%	\$3,145,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$471,750.00	
	4/1/18	5.000%	\$3,305,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$661,000.00	
	4/1/19	5.000%	\$3,470,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$867,500.00	
																			\$2,449,375.00
																			\$18,214,375.00
2001-A(1) UTGO 2001-A(1) DO 0103434	4/1/15	5.375%	\$5,940,000.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$319,275.00	
	4/1/16	5.375%	\$6,200,000.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$672,950.00	
	4/1/17	5.375%	\$6,600,000.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,064,250.00	
	4/1/18	5.375%	\$7,000,000.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$3,010,000.00	
	4/1/19	5.000%	\$14,000,000.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$3,500,000.00	
2002 UTGO 2002 DO 0203434	4/1/20	5.000%	\$14,000,000.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$4,200,000.00	
	4/1/21	5.000%	\$14,000,000.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$4,900,000.00	
	4/1/22	5.000%	\$14,000,000.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$4,900,000.00	
	4/1/23	5.000%	\$14,000,000.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$4,900,000.00	
	4/1/24	5.000%	\$14,000,000.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$4,900,000.00	
																			\$17,666,475.00
																			\$92,466,475.00
2002 UTGO 2002 DO 0203434	4/1/21	5.125%	\$3,240,000.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,162,350.00	
	4/1/22	5.125%	\$3,405,000.00	NPFG	\$87,253.13	\$87,253.13	-	-	-	-	-	-	-	-	-	-	-	\$1,396,050.00	
	4/1/23	5.125%	\$3,570,000.00	NPFG	\$87,253.13	\$87,253.13	-	-	-	-	-	-	-	-	-	-	-	\$2,558,400.00	
	4/1/24	5.125%	\$3,735,000.00	NPFG	\$87,253.13	\$87,253.13	-	-	-	-	-	-	-	-	-	-	-	\$2,558,400.00	
	4/1/25	5.125%	\$3,900,000.00	NPFG	\$87,253.13	\$87,253.13	-	-	-	-	-	-	-	-	-	-	-	\$2,558,400.00	
2003-A UTGO 2003-A DO 0303434	4/1/15	4.000%	\$300,000.00	Syncora	-	-	-	-	-	-	-	-	-	-	-	-	-	\$12,000.00	
	4/1/16	5.250%	\$2,550,000.00	Syncora	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,683,875.00	
	4/1/17	5.250%	\$2,995,000.00	Syncora	-	-	-	-	-	-	-	-	-	-	-	-	-	\$3,309,475.00	
	4/1/18	5.250%	\$3,150,000.00	Syncora	-	-	-	-	-	-	-	-	-	-	-	-	-	\$3,646,125.00	
	4/1/19	5.250%	\$3,315,000.00	Syncora	-	-	-	-	-	-	-	-	-	-	-	-	-	\$4,011,150.00	
2003-A UTGO 2003-A DO 0303434	4/1/20	5.250%	\$3,480,000.00	Syncora	-	-	-	-	-	-	-	-	-	-	-	-	-	\$4,406,125.00	
	4/1/21	5.250%	\$3,645,000.00	Syncora	-	-	-	-	-	-	-	-	-	-	-	-	-	\$4,801,125.00	
	4/1/22	4.625%	\$500,000.00	Syncora	\$11,562.50	\$11,562.50	-	-	-	-	-	-	-	-	-	-	-	\$185,000.00	
	4/1/23	5.250%	\$3,565,000.00	Syncora	\$93,581.25	\$93,581.25	\$34,687.50	-	-	-	-	-	-	-	-	-	-	\$1,497,300.00	
	4/1/24	4.625%	\$1,500,000.00	Syncora	\$34,687.50	\$34,687.50	\$34,687.50	-	-	-	-	-	-	-	-	-	-	\$624,375.00	
4/1/25	5.250%	\$2,775,000.00	Syncora	\$72,843.75	\$72,843.75	\$72,843.75	-	-	-	-	-	-	-	-	-	-	\$1,311,187.50		
4/1/26	5.250%	\$3,175,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/27	5.250%	\$3,615,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/28	5.250%	\$4,055,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/29	5.250%	\$4,495,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/30	5.250%	\$4,935,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/31	5.250%	\$5,375,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/32	5.250%	\$5,815,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/33	5.250%	\$6,255,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/34	5.250%	\$6,695,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/35	5.250%	\$7,135,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/36	5.250%	\$7,575,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/37	5.250%	\$8,015,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/38	5.250%	\$8,455,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/39	5.250%	\$8,895,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/40	5.250%	\$9,335,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/41	5.250%	\$9,775,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/42	5.250%	\$10,215,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/43	5.250%	\$10,655,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/44	5.250%	\$11,095,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/45	5.250%	\$11,535,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/46	5.250%	\$11,975,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/47	5.250%	\$12,415,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/48	5.250%	\$12,855,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/49	5.250%	\$13,295,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/50	5.250%	\$13,735,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/51	5.250%	\$14,175,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/52	5.250%	\$14,615,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/53	5.250%	\$15,055,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/54	5.250%	\$15,495,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/55	5.250%	\$15,935,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/56	5.250%	\$16,375,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/57	5.250%	\$16,815,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/58	5.250%	\$17,255,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/59	5.250%	\$17,695,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/60	5.250%	\$18,135,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/61	5.250%	\$18,575,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/62	5.250%	\$19,015,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/63	5.250%	\$19,455,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/64	5.250%	\$19,895,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/65	5.250%	\$20,335,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		
4/1/66	5.250%	\$20,775,000.00	Syncora	\$212,675.00	\$212,675.00	\$212,675.00	-	-	-	-	-	-	-	-	-	-	\$8,740,287.50		

# UTGO Series Prior Bonds - Debt Service

UTGO	Maturity Date	Rate	Principal	Insurer	10/1/21	4/1/22	10/1/22	4/1/23	10/1/23	4/1/24	10/1/24	4/1/25	10/1/25	4/1/26	10/1/26	4/1/27	10/1/27	4/1/28	Total Interest	Total Principal & Interest
2004-B(1)																				
UTGO 2004-B(1)	4/1/15	5.000%	\$8,675,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$433,750.00	\$9,108,750.00
UTGO 2004-B(1)	4/1/16	5.250%	\$9,105,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$956,025.00	\$10,061,025.00
UTGO 2004-B(1)	4/1/17	4.000%	\$305,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$36,600.00	\$341,600.00
UTGO 2004-B(1)	4/1/17	5.250%	\$9,280,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,461,600.00	\$10,741,600.00
UTGO 2004-B(1)	4/1/18	5.250%	\$2,000,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$240,000.00	\$2,240,000.00
UTGO 2004-B(1)	4/1/18	5.250%	\$29,365,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$3,307,975.00	\$32,672,975.00
2004-B(2)																				
UTGO 2004-B(2)	4/1/19	5.240%	\$575,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$69,954.00	\$644,954.00
2005-B																				
UTGO 2005-B	4/1/15	5.000%	\$2,290,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$114,500.00	\$2,404,500.00
UTGO 2005-B	4/1/16	5.000%	\$2,405,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$240,500.00	\$2,645,500.00
UTGO 2005-B	4/1/17	4.300%	\$2,520,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$325,080.00	\$2,845,080.00
UTGO 2005-B	4/1/18	5.000%	\$2,635,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$327,000.00	\$3,162,000.00
UTGO 2005-B	4/1/19	5.000%	\$2,765,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$691,250.00	\$3,456,250.00
UTGO 2005-B	4/1/20	5.000%	\$5,000,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,500,000.00	\$6,500,000.00
UTGO 2005-B	4/1/21	5.000%	\$5,000,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,750,000.00	\$6,750,000.00
UTGO 2005-B	4/1/22	5.000%	\$5,000,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,000,000.00	\$7,000,000.00
UTGO 2005-B	4/1/23	5.000%	\$5,000,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,250,000.00	\$7,250,000.00
UTGO 2005-B	4/1/24	5.000%	\$5,000,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,500,000.00	\$7,500,000.00
UTGO 2005-B	4/1/25	5.000%	\$5,000,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,750,000.00	\$7,750,000.00
UTGO 2005-B	4/1/25	5.000%	\$2,615,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$14,648,330.00	\$57,263,330.00
2005-C																				
UTGO 2005-C	4/1/15	5.000%	\$2,305,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$115,250.00	\$2,420,250.00
UTGO 2005-C	4/1/16	5.000%	\$2,425,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$242,500.00	\$2,667,500.00
UTGO 2005-C	4/1/17	4.300%	\$2,545,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$328,305.00	\$2,873,305.00
UTGO 2005-C	4/1/18	5.000%	\$2,630,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$526,000.00	\$3,156,000.00
UTGO 2005-C	4/1/19	5.250%	\$2,735,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$717,937.50	\$3,452,937.50
UTGO 2005-C	4/1/20	5.250%	\$2,885,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$908,775.00	\$3,793,775.00
UTGO 2005-C	4/1/20	5.250%	\$15,525,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,838,767.50	\$18,363,767.50
2006-A																				
UTGO 2006-A	4/1/15	5.000%	\$2,875,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$143,750.00	\$3,018,750.00
UTGO 2006-A	4/1/16	5.000%	\$3,015,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$301,500.00	\$3,316,500.00
UTGO 2006-A	4/1/17	5.000%	\$3,170,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$475,500.00	\$3,645,500.00
UTGO 2006-A	4/1/18	4.000%	\$3,325,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$332,000.00	\$3,657,000.00
UTGO 2006-A	4/1/19	5.000%	\$3,460,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$865,000.00	\$4,325,000.00
UTGO 2006-A	4/1/20	5.000%	\$3,630,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,089,000.00	\$4,719,000.00
UTGO 2006-A	4/1/21	5.000%	\$3,815,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,335,250.00	\$5,150,250.00
UTGO 2006-A	4/1/22	5.000%	\$4,005,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,602,000.00	\$5,607,000.00
UTGO 2006-A	4/1/23	5.000%	\$8,620,000.00	Assured	\$100,125.00	\$100,125.00	\$215,500.00	\$215,500.00	\$110,375.00	\$110,375.00	\$499,500.00	\$499,500.00	\$383,625.00	\$383,625.00	\$261,875.00	\$261,875.00	\$134,125.00	\$134,125.00	\$4,099,750.00	\$12,719,750.00
UTGO 2006-A	4/1/24	5.000%	\$19,980,000.00	Assured	\$215,500.00	\$215,500.00	\$499,500.00	\$499,500.00	\$499,500.00	\$499,500.00	\$499,500.00	\$499,500.00	\$383,625.00	\$383,625.00	\$261,875.00	\$261,875.00	\$134,125.00	\$134,125.00	\$12,548,250.00	\$32,538,250.00
UTGO 2006-A	4/1/28	5.000%	\$55,895,000.00	Assured	\$815,125.00	\$815,125.00	\$715,000.00	\$715,000.00	\$609,875.00	\$609,875.00	\$499,500.00	\$499,500.00	\$383,625.00	\$383,625.00	\$261,875.00	\$261,875.00	\$134,125.00	\$134,125.00	\$22,992,000.00	\$78,887,000.00
2008-B(1)																				
UTGO 2008-B(1)	4/1/15	5.000%	\$7,970,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$398,500.00	\$8,368,500.00
UTGO 2008-B(1)	4/1/16	5.000%	\$3,440,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$344,000.00	\$3,784,000.00
UTGO 2008-B(1)	4/1/17	5.000%	\$3,580,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$337,000.00	\$4,117,000.00
UTGO 2008-B(1)	4/1/18	5.000%	\$3,790,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$758,000.00	\$4,548,000.00
UTGO 2008-B(1)	4/1/18	5.000%	\$18,790,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,037,500.00	\$20,827,500.00
UTGO 2008-B(1)	4/1/18	5.000%	\$330,910,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$93,074,789.00	\$423,984,789.00

Subject to Mandatory Redemption

# UTGO Series Prior Bonds - Debt Service

## Bond Series Subject to Mandatory Redemption

Issuance: 2004-B(2)										Issuance: 2008-A									
CUSIP		Mandatory Redemption								CUSIP		Mandatory Redemption							
250932X1		Date	Insurer	Fiscal Year	Amounts	Outstanding	Rate	Interest		25093N63		Date	Insurer	Fiscal Year	Amounts	Outstanding	Rate	Interest	
		10/1/14	Ambac	6/30/15	-	\$575,000.00	5.240%	\$15,065.00				10/1/14	Assured	6/30/15	-	\$19,980,000.00	5.000%	\$999,500.00	
		4/1/15	Ambac	6/30/15	\$155,000.00	\$420,000.00	5.240%	\$15,065.00				4/1/15	Assured	6/30/15	-	\$19,980,000.00	5.000%	\$999,500.00	
		10/1/15	Ambac	6/30/16	-	\$420,000.00	5.240%	\$11,004.00				10/1/15	Assured	6/30/16	-	\$19,980,000.00	5.000%	\$999,500.00	
		4/1/16	Ambac	6/30/16	\$165,000.00	\$255,000.00	5.240%	\$11,004.00				4/1/16	Assured	6/30/16	-	\$19,980,000.00	5.000%	\$999,500.00	
		10/1/16	Ambac	6/30/17	-	\$255,000.00	5.240%	\$6,681.00				10/1/16	Assured	6/30/17	-	\$19,980,000.00	5.000%	\$999,500.00	
		4/1/17	Ambac	6/30/17	\$170,000.00	\$85,000.00	5.240%	\$6,681.00				4/1/17	Assured	6/30/17	-	\$19,980,000.00	5.000%	\$999,500.00	
		10/1/17	Ambac	6/30/18	-	\$85,000.00	5.240%	\$2,227.00				10/1/17	Assured	6/30/18	-	\$19,980,000.00	5.000%	\$999,500.00	
		4/1/18	Ambac	6/30/18	\$85,000.00	\$575,000.00	5.240%	\$2,227.00				4/1/18	Assured	6/30/19	-	\$19,980,000.00	5.000%	\$999,500.00	
		Total						\$69,954.00				10/1/18	Assured	6/30/19	-	\$19,980,000.00	5.000%	\$999,500.00	
												4/1/19	Assured	6/30/19	-	\$19,980,000.00	5.000%	\$999,500.00	
												10/1/19	Assured	6/30/20	-	\$19,980,000.00	5.000%	\$999,500.00	
												4/1/20	Assured	6/30/20	-	\$19,980,000.00	5.000%	\$999,500.00	
												10/1/20	Assured	6/30/21	-	\$19,980,000.00	5.000%	\$999,500.00	
												4/1/21	Assured	6/30/21	-	\$19,980,000.00	5.000%	\$999,500.00	
												10/1/21	Assured	6/30/22	-	\$19,980,000.00	5.000%	\$999,500.00	
												4/1/22	Assured	6/30/22	-	\$19,980,000.00	5.000%	\$999,500.00	
												10/1/22	Assured	6/30/23	-	\$19,980,000.00	5.000%	\$999,500.00	
												4/1/23	Assured	6/30/23	-	\$19,980,000.00	5.000%	\$999,500.00	
												10/1/23	Assured	6/30/24	-	\$19,980,000.00	5.000%	\$999,500.00	
												4/1/24	Assured	6/30/24	-	\$19,980,000.00	5.000%	\$999,500.00	
												Total						\$12,548,250.00	
																\$19,980,000.00			

Issuance: 2008-A									
CUSIP		Mandatory Redemption							
25093N55		Date	Insurer	Fiscal Year	Amounts	Outstanding	Rate	Interest	
		10/1/14	Assured	6/30/15	-	\$8,620,000.00	5.000%	\$215,500.00	
		4/1/15	Assured	6/30/15	-	\$8,620,000.00	5.000%	\$215,500.00	
		10/1/15	Assured	6/30/16	-	\$8,620,000.00	5.000%	\$215,500.00	
		4/1/16	Assured	6/30/16	-	\$8,620,000.00	5.000%	\$215,500.00	
		10/1/16	Assured	6/30/17	-	\$8,620,000.00	5.000%	\$215,500.00	
		4/1/17	Assured	6/30/17	-	\$8,620,000.00	5.000%	\$215,500.00	
		10/1/17	Assured	6/30/18	-	\$8,620,000.00	5.000%	\$215,500.00	
		4/1/18	Assured	6/30/18	-	\$8,620,000.00	5.000%	\$215,500.00	
		10/1/18	Assured	6/30/19	-	\$8,620,000.00	5.000%	\$215,500.00	
		4/1/19	Assured	6/30/19	-	\$8,620,000.00	5.000%	\$215,500.00	
		10/1/19	Assured	6/30/20	-	\$8,620,000.00	5.000%	\$215,500.00	
		4/1/20	Assured	6/30/20	-	\$8,620,000.00	5.000%	\$215,500.00	
		10/1/20	Assured	6/30/21	-	\$8,620,000.00	5.000%	\$215,500.00	
		4/1/21	Assured	6/30/21	-	\$8,620,000.00	5.000%	\$215,500.00	
		10/1/21	Assured	6/30/22	-	\$8,620,000.00	5.000%	\$215,500.00	
		4/1/22	Assured	6/30/22	-	\$8,620,000.00	5.000%	\$215,500.00	
		10/1/22	Assured	6/30/23	-	\$8,620,000.00	5.000%	\$215,500.00	
		4/1/23	Assured	6/30/23	-	\$8,620,000.00	5.000%	\$215,500.00	
		10/1/23	Assured	6/30/24	-	\$8,620,000.00	5.000%	\$215,500.00	
		4/1/24	Assured	6/30/24	-	\$8,620,000.00	5.000%	\$215,500.00	
		Total						\$4,099,750.00	
									\$8,620,000.00

**EXHIBIT B**

**RESTRUCTURED UTGO BONDS AND MUNICIPAL OBLIGATIONS**

**[including break out of subseries of Municipal Obligations as between BHs and Insurers]**

# Reinstated to Holders: UTGO Series 2014 DSA Fourth Lien Restructured Bonds - Debt Service

13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	1222	1223	1224	1225	1226	1227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# Reinstated to Holders: UTGO Series 2014 DSA Fourth Lien Restructured Bonds - Debt Service

SLIP	Maturity Date	Rate	Principal	Insurer	Interest												Total Interest	Total Principal & Interest	
					10/1/21	4/1/22	10/1/22	4/1/23	10/1/23	4/1/24	10/1/24	4/1/25	10/1/25	4/1/26	10/1/26	4/1/27			10/1/27
13-53846-01	1999-A																		
2003M3	4/1/15	5.250%	\$2,408,250.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$126,433.13	\$2,534,683.13
2003JUN1	4/1/16	5.000%	\$2,530,775.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$253,077.50	\$2,783,852.50
2003SEP6	4/1/17	5.000%	\$2,657,525.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$398,628.75	\$3,056,153.75
2003JAN4	4/1/18	5.000%	\$2,792,725.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$558,545.00	\$3,351,270.00
2003SEP2	4/1/19	5.000%	\$2,932,150.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$735,037.50	\$3,665,187.50
2003AUG1			\$13,521,425.00		-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,069,721.88	\$15,591,146.88
2001-AUG1																			
2003JUN6	4/1/15	5.375%	\$5,019,300.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$269,787.38	\$5,289,087.38
2003JUN3	4/1/16	5.375%	\$5,289,700.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$568,642.75	\$5,858,342.75
2003JUN1	4/1/17	5.375%	\$5,577,000.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$899,291.25	\$6,476,291.25
2003JUN9	4/1/18	5.375%	\$11,830,000.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,543,450.00	\$14,373,450.00
2003JUN7	4/1/19	5.000%	\$11,830,000.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,957,500.00	\$14,787,500.00
2003JUN2	4/1/20	5.000%	\$11,830,000.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$3,549,000.00	\$15,379,000.00
2003JUN0	4/1/21	5.000%	\$11,830,000.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$4,140,500.00	\$15,970,500.00
2002			\$63,206,000.00		-	-	-	-	-	-	-	-	-	-	-	-	-	\$14,928,171.38	\$78,134,171.38
2002																			
2003JUN8	4/1/21	5.125%	\$2,737,800.00	NPFG	-	-	-	-	-	-	-	-	-	-	-	-	-	\$982,185.75	\$3,719,985.75
2003JUN6	4/1/22	5.125%	\$2,877,225.00	NPFG	\$73,728.89	\$73,728.89	-	-	-	-	-	-	-	-	-	-	-	\$1,179,662.25	\$4,056,887.25
2003-A			\$5,615,025.00		\$73,728.89	\$73,728.89	-	-	-	-	-	-	-	-	-	-	-	\$2,161,848.00	\$7,776,873.00
2003JUN0	4/1/15	4.000%	\$253,500.00	Syncona	-	-	-	-	-	-	-	-	-	-	-	-	-	\$10,140.00	\$263,640.00
2003JUN8	4/1/15	5.250%	\$2,154,750.00	Syncona	-	-	-	-	-	-	-	-	-	-	-	-	-	\$113,124.38	\$2,267,874.38
2003JUN6	4/1/16	5.250%	\$2,530,775.00	Syncona	-	-	-	-	-	-	-	-	-	-	-	-	-	\$265,731.38	\$2,796,506.38
2003JUN3	4/1/17	5.250%	\$2,661,750.00	Syncona	-	-	-	-	-	-	-	-	-	-	-	-	-	\$419,225.63	\$3,080,975.63
2003JUN1	4/1/18	5.250%	\$2,801,175.00	Syncona	-	-	-	-	-	-	-	-	-	-	-	-	-	\$588,246.75	\$3,389,421.75
2003JUN9	4/1/19	5.250%	\$2,949,050.00	Syncona	-	-	-	-	-	-	-	-	-	-	-	-	-	\$774,125.63	\$3,723,175.63
2003JUN7	4/1/20	4.500%	\$422,500.00	Syncona	-	-	-	-	-	-	-	-	-	-	-	-	-	\$114,075.00	\$536,575.00
2003JUN5	4/1/20	5.250%	\$2,682,875.00	Syncona	-	-	-	-	-	-	-	-	-	-	-	-	-	\$845,105.63	\$3,527,980.63
2003JUN3	4/1/21	5.250%	\$3,261,700.00	Syncona	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,198,674.75	\$4,460,374.75
2003JUN1	4/1/22	4.625%	\$422,500.00	Syncona	\$9,770.31	\$9,770.31	-	-	-	-	-	-	-	-	-	-	-	\$156,325.00	\$578,825.00
2003JUN8	4/1/22	5.250%	\$3,012,425.00	Syncona	\$79,076.16	\$79,076.16	-	-	-	-	-	-	-	-	-	-	-	\$1,265,218.50	\$4,277,643.50
2003JUN6	4/1/23	4.625%	\$1,267,500.00	Syncona	\$29,310.94	\$29,310.94	\$29,310.94	-	-	-	-	-	-	-	-	-	-	\$527,596.88	\$1,795,096.88
2003JUN4	4/1/23	5.250%	\$2,344,875.00	Syncona	\$61,552.97	\$61,552.97	\$61,552.97	-	-	-	-	-	-	-	-	-	-	\$1,107,953.44	\$3,452,828.44
2003JUN0	4/1/23	5.250%	\$26,765,375.00	Syncona	\$179,710.38	\$179,710.38	\$90,863.91	\$90,863.91	-	-	-	-	-	-	-	-	-	\$7,385,542.94	\$34,150,917.94
2004-AUG1																			
2003JUN2	4/1/19	5.250%	\$3,802,500.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$998,156.25	\$4,800,656.25
2003JUN0	4/1/20	4.250%	\$156,325.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$39,862.88	\$196,187.88
2003JUN7	4/1/20	5.250%	\$5,141,825.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,619,674.88	\$6,761,499.88
2003JUN2	4/1/21	5.000%	\$5,577,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,951,950.00	\$7,528,950.00
2003JUN1	4/1/21	5.250%	\$5,855,850.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,459,457.00	\$8,315,307.00
2003JUN9	4/1/22	5.250%	\$3,16,875.00	Ambac	\$153,716.06	\$153,716.06	\$7,129.69	\$7,129.69	-	-	-	-	-	-	-	-	-	\$128,334.38	\$445,209.38
2003JUN7	4/1/22	4.500%	\$5,847,400.00	Ambac	\$7,129.69	\$7,129.69	\$153,494.25	\$153,494.25	-	-	-	-	-	-	-	-	-	\$2,762,896.50	\$8,610,296.50
2003JUN5	4/1/23	5.250%	\$663,325.00	Ambac	\$153,494.25	\$153,494.25	\$15,256.48	\$15,256.48	-	-	-	-	-	-	-	-	-	\$305,129.50	\$968,454.50
2003JUN3	4/1/24	4.600%	\$5,822,050.00	Ambac	\$15,256.48	\$15,256.48	\$152,828.81	\$152,828.81	\$152,828.81	\$152,828.81	-	-	-	-	-	-	-	\$3,056,576.25	\$8,878,626.25
2003JUN1	4/1/24	5.250%	\$33,183,150.00	Ambac	\$482,425.29	\$482,425.29	\$328,709.23	\$328,709.23	\$168,085.29	\$168,085.29	-	-	-	-	-	-	-	\$13,322,037.63	\$46,505,187.63

\* Subject to Mandatory Redemption



# Reinstated to Holders: UTGO Series 2014 DSA Fourth Lien Restructured Bonds - Debt Service

## Bond Series Subject to Mandatory Redemption

Issuance: 2004-B(2)						Issuance: 2008-A					
CUSIP 251093ZX1		CUSIP 251093NG3		Mandatory Redemption Amounts		Mandatory Redemption Amounts		Fiscal Year		Insurer	
Date	Insurer	Fiscal Year	Outstanding	Rate	Interest	Date	Insurer	Fiscal Year	Outstanding	Rate	Interest
10/1/14	Ambac	6/30/15	\$485,875.00	5.240%	\$12,729.93	10/1/14	Assured	6/30/15	\$16,883,100.00	5.000%	\$422,077.50
4/1/15	Ambac	6/30/15	\$130,975.00	5.240%	\$12,729.93	4/1/15	Assured	6/30/15	\$16,883,100.00	5.000%	\$422,077.50
10/1/15	Ambac	6/30/16	\$354,900.00	5.240%	\$9,298.38	10/1/15	Assured	6/30/16	\$16,883,100.00	5.000%	\$422,077.50
4/1/16	Ambac	6/30/16	\$139,425.00	5.240%	\$9,298.38	4/1/16	Assured	6/30/16	\$16,883,100.00	5.000%	\$422,077.50
10/1/16	Ambac	6/30/17	\$215,475.00	5.240%	\$5,645.45	10/1/16	Assured	6/30/17	\$16,883,100.00	5.000%	\$422,077.50
4/1/17	Ambac	6/30/17	\$143,650.00	5.240%	\$5,645.45	4/1/17	Assured	6/30/17	\$16,883,100.00	5.000%	\$422,077.50
10/1/17	Ambac	6/30/18	\$71,825.00	5.240%	\$1,881.82	10/1/17	Assured	6/30/18	\$16,883,100.00	5.000%	\$422,077.50
4/1/18	Ambac	6/30/18	\$71,825.00	5.240%	\$1,881.82	4/1/18	Assured	6/30/18	\$16,883,100.00	5.000%	\$422,077.50
Total			\$485,875.00		\$59,111.13	Total			\$16,883,100.00		\$10,603,271.25
Issuance: 2008-A						Issuance: 2008-A					
CUSIP 251093N55		CUSIP 251093N55		Mandatory Redemption Amounts		Mandatory Redemption Amounts		Fiscal Year		Insurer	
Date	Insurer	Fiscal Year	Outstanding	Rate	Interest	Date	Insurer	Fiscal Year	Outstanding	Rate	Interest
10/1/14	Assured	6/30/15	\$7,283,900.00	5.000%	\$182,097.50	10/1/14	Assured	6/30/15	\$7,283,900.00	5.000%	\$182,097.50
4/1/15	Assured	6/30/15	\$7,283,900.00	5.000%	\$182,097.50	4/1/15	Assured	6/30/15	\$7,283,900.00	5.000%	\$182,097.50
10/1/15	Assured	6/30/16	\$7,283,900.00	5.000%	\$182,097.50	10/1/15	Assured	6/30/16	\$7,283,900.00	5.000%	\$182,097.50
4/1/16	Assured	6/30/16	\$7,283,900.00	5.000%	\$182,097.50	4/1/16	Assured	6/30/16	\$7,283,900.00	5.000%	\$182,097.50
10/1/16	Assured	6/30/17	\$7,283,900.00	5.000%	\$182,097.50	10/1/16	Assured	6/30/17	\$7,283,900.00	5.000%	\$182,097.50
4/1/17	Assured	6/30/17	\$7,283,900.00	5.000%	\$182,097.50	4/1/17	Assured	6/30/17	\$7,283,900.00	5.000%	\$182,097.50
10/1/17	Assured	6/30/18	\$7,283,900.00	5.000%	\$182,097.50	10/1/17	Assured	6/30/18	\$7,283,900.00	5.000%	\$182,097.50
4/1/18	Assured	6/30/18	\$7,283,900.00	5.000%	\$182,097.50	4/1/18	Assured	6/30/18	\$7,283,900.00	5.000%	\$182,097.50
10/1/18	Assured	6/30/19	\$7,283,900.00	5.000%	\$182,097.50	10/1/18	Assured	6/30/19	\$7,283,900.00	5.000%	\$182,097.50
4/1/19	Assured	6/30/19	\$7,283,900.00	5.000%	\$182,097.50	4/1/19	Assured	6/30/19	\$7,283,900.00	5.000%	\$182,097.50
10/1/19	Assured	6/30/20	\$7,283,900.00	5.000%	\$182,097.50	10/1/19	Assured	6/30/20	\$7,283,900.00	5.000%	\$182,097.50
4/1/20	Assured	6/30/20	\$7,283,900.00	5.000%	\$182,097.50	4/1/20	Assured	6/30/20	\$7,283,900.00	5.000%	\$182,097.50
10/1/20	Assured	6/30/21	\$7,283,900.00	5.000%	\$182,097.50	10/1/20	Assured	6/30/21	\$7,283,900.00	5.000%	\$182,097.50
4/1/21	Assured	6/30/21	\$7,283,900.00	5.000%	\$182,097.50	4/1/21	Assured	6/30/21	\$7,283,900.00	5.000%	\$182,097.50
10/1/21	Assured	6/30/22	\$7,283,900.00	5.000%	\$182,097.50	10/1/21	Assured	6/30/22	\$7,283,900.00	5.000%	\$182,097.50
4/1/22	Assured	6/30/22	\$7,283,900.00	5.000%	\$182,097.50	4/1/22	Assured	6/30/22	\$7,283,900.00	5.000%	\$182,097.50
10/1/22	Assured	6/30/23	\$7,283,900.00	5.000%	\$182,097.50	10/1/22	Assured	6/30/23	\$7,283,900.00	5.000%	\$182,097.50
4/1/23	Assured	6/30/23	\$7,283,900.00	5.000%	\$182,097.50	4/1/23	Assured	6/30/23	\$7,283,900.00	5.000%	\$182,097.50
10/1/23	Assured	6/30/24	\$7,283,900.00	5.000%	\$182,097.50	10/1/23	Assured	6/30/24	\$7,283,900.00	5.000%	\$182,097.50
4/1/24	Assured	6/30/24	\$7,283,900.00	5.000%	\$182,097.50	4/1/24	Assured	6/30/24	\$7,283,900.00	5.000%	\$182,097.50
10/1/24	Assured	6/30/25	\$7,283,900.00	5.000%	\$182,097.50	10/1/24	Assured	6/30/25	\$7,283,900.00	5.000%	\$182,097.50
4/1/25	Assured	6/30/25	\$7,283,900.00	5.000%	\$182,097.50	4/1/25	Assured	6/30/25	\$7,283,900.00	5.000%	\$182,097.50
10/1/25	Assured	6/30/26	\$7,283,900.00	5.000%	\$182,097.50	10/1/25	Assured	6/30/26	\$7,283,900.00	5.000%	\$182,097.50
4/1/26	Assured	6/30/26	\$7,283,900.00	5.000%	\$182,097.50	4/1/26	Assured	6/30/26	\$7,283,900.00	5.000%	\$182,097.50
10/1/26	Assured	6/30/27	\$7,283,900.00	5.000%	\$182,097.50	10/1/26	Assured	6/30/27	\$7,283,900.00	5.000%	\$182,097.50
4/1/27	Assured	6/30/27	\$7,283,900.00	5.000%	\$182,097.50	4/1/27	Assured	6/30/27	\$7,283,900.00	5.000%	\$182,097.50
10/1/27	Assured	6/30/28	\$7,283,900.00	5.000%	\$182,097.50	10/1/27	Assured	6/30/28	\$7,283,900.00	5.000%	\$182,097.50
4/1/28	Assured	6/30/28	\$7,283,900.00	5.000%	\$182,097.50	4/1/28	Assured	6/30/28	\$7,283,900.00	5.000%	\$182,097.50
Total			\$7,283,900.00		\$93,266.88	Total			\$7,283,900.00		\$93,266.88
Total			\$7,283,900.00		\$3,464,288.75	Total			\$7,283,900.00		\$3,464,288.75

# Reinstated to Insurers: UTGO Series 2014 DSA Fourth Lien Restructured Bonds - Debt Service

CUSIP	Maturity Date	Rate	Principal	Issuer	Beneficial Holder	10/1/14	4/1/15	10/1/15	4/1/16	10/1/16	4/1/17	10/1/17	4/1/18	10/1/18	4/1/19	10/1/19	4/1/20	10/1/20	4/1/21
UTGO 1999-A																			
13-03840	4/1/15	5.250%	\$68,400.00	Assured	Assured	\$1,795.50	\$1,795.50	-	-	-	-	-	-	-	-	-	-	-	-
13-03841	4/1/16	5.000%	\$71,880.00	Assured	Assured	\$1,797.00	\$1,797.00	-	-	-	-	-	-	-	-	-	-	-	-
13-03842	4/1/17	5.000%	\$75,480.00	Assured	Assured	\$1,887.00	\$1,887.00	-	-	-	-	-	-	-	-	-	-	-	-
13-03843	4/1/18	5.000%	\$79,320.00	Assured	Assured	\$1,983.00	\$1,983.00	-	-	-	-	\$1,983.00	-	\$1,983.00	-	-	-	-	-
13-03844	4/1/19	5.000%	\$83,280.00	Assured	Assured	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00	\$2,082.00
13-03846	4/1/21	5.000%	\$378,360.00	Assured	Assured	\$9,544.50	\$9,544.50	\$7,749.00	\$7,749.00	\$5,952.00	\$5,952.00	\$4,065.00	\$4,065.00	\$2,082.00	\$2,082.00	-	-	-	-
UTGO 2001-A(1)																			
25-1093X6	4/1/15	5.375%	\$19,851.00	NPPG	Ambac	\$533.50	\$533.50	-	-	-	-	-	-	-	-	-	-	-	-
25-1093X7	4/1/16	5.375%	\$20,921.00	NPPG	Ambac	\$562.25	\$562.25	-	-	-	-	-	-	-	-	-	-	-	-
25-1093X8	4/1/17	5.375%	\$22,057.00	NPPG	Ambac	\$592.78	\$592.78	-	-	-	-	-	-	-	-	-	-	-	-
25-1093X9	4/1/18	5.375%	\$23,207.00	NPPG	Ambac	\$1,257.40	\$1,257.40	\$1,257.40	\$1,257.40	\$1,257.40	\$1,257.40	\$1,257.40	\$1,257.40	\$1,257.40	\$1,257.40	\$1,257.40	\$1,257.40	\$1,257.40	\$1,257.40
25-1093Y0	4/1/19	5.000%	\$46,787.00	NPPG	Ambac	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68
25-1093Y1	4/1/20	5.000%	\$46,787.00	NPPG	Ambac	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68
25-1093Y2	4/1/21	5.000%	\$46,787.00	NPPG	Ambac	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68	\$1,169.68
25-1093Y3	4/1/15	5.375%	\$122,709.00	Assured	Assured	\$3,297.80	\$3,297.80	-	-	-	-	-	-	-	-	-	-	-	-
25-1093Y4	4/1/16	5.375%	\$129,319.00	Assured	Assured	\$3,475.45	\$3,475.45	-	-	-	-	-	-	-	-	-	-	-	-
25-1093Y5	4/1/17	5.375%	\$136,343.00	Assured	Assured	\$3,664.22	\$3,664.22	\$3,664.22	\$3,664.22	\$3,664.22	\$3,664.22	\$3,664.22	\$3,664.22	\$3,664.22	\$3,664.22	\$3,664.22	\$3,664.22	\$3,664.22	\$3,664.22
25-1093Y6	4/1/18	5.375%	\$143,377.00	Assured	Assured	\$3,772.60	\$3,772.60	\$3,772.60	\$3,772.60	\$3,772.60	\$3,772.60	\$3,772.60	\$3,772.60	\$3,772.60	\$3,772.60	\$3,772.60	\$3,772.60	\$3,772.60	\$3,772.60
25-1093Y7	4/1/19	5.000%	\$280,213.00	NPPG	Assured	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33
25-1093Y8	4/1/20	5.000%	\$280,213.00	NPPG	Assured	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33
25-1093Y9	4/1/21	5.000%	\$280,213.00	NPPG	Assured	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33	\$7,230.33
25-1093Y0	4/1/21	5.000%	\$1,795,200.00	Assured	Assured	\$46,356.00	\$46,356.00	\$42,524.70	\$42,524.70	\$38,487.00	\$38,487.00	\$34,236.00	\$34,236.00	\$25,200.00	\$25,200.00	\$16,800.00	\$16,800.00	\$8,400.00	\$8,400.00
UTGO 2002																			
25-1093X0	4/1/21	5.125%	\$10,828.00	NPPG	Ambac	\$277.47	\$277.47	\$277.47	\$277.47	\$277.47	\$277.47	\$277.47	\$277.47	\$277.47	\$277.47	\$277.47	\$277.47	\$277.47	\$277.47
25-1093X1	4/1/22	5.125%	\$11,379.00	NPPG	Ambac	\$291.59	\$291.59	\$291.59	\$291.59	\$291.59	\$291.59	\$291.59	\$291.59	\$291.59	\$291.59	\$291.59	\$291.59	\$291.59	\$291.59
25-1093X2	4/1/23	5.125%	\$11,930.00	NPPG	Assured	\$1,715.13	\$1,715.13	\$1,715.13	\$1,715.13	\$1,715.13	\$1,715.13	\$1,715.13	\$1,715.13	\$1,715.13	\$1,715.13	\$1,715.13	\$1,715.13	\$1,715.13	\$1,715.13
25-1093X3	4/1/24	5.125%	\$12,481.00	NPPG	Assured	\$1,802.49	\$1,802.49	\$1,802.49	\$1,802.49	\$1,802.49	\$1,802.49	\$1,802.49	\$1,802.49	\$1,802.49	\$1,802.49	\$1,802.49	\$1,802.49	\$1,802.49	\$1,802.49
25-1093X4	4/1/25	5.125%	\$13,032.00	NPPG	Assured	\$1,899.68	\$1,899.68	\$1,899.68	\$1,899.68	\$1,899.68	\$1,899.68	\$1,899.68	\$1,899.68	\$1,899.68	\$1,899.68	\$1,899.68	\$1,899.68	\$1,899.68	\$1,899.68
25-1093X5	4/1/26	5.125%	\$13,583.00	NPPG	Assured	\$1,996.86	\$1,996.86	\$1,996.86	\$1,996.86	\$1,996.86	\$1,996.86	\$1,996.86	\$1,996.86	\$1,996.86	\$1,996.86	\$1,996.86	\$1,996.86	\$1,996.86	\$1,996.86
UTGO 2003-A																			
25-1093X0	4/1/15	4.000%	\$450.00	Syncona	Syncona	\$9.00	\$9.00	-	-	-	-	-	-	-	-	-	-	-	-
25-1093X1	4/1/16	5.250%	\$5,822.00	Syncona	Syncona	\$100.33	\$100.33	-	-	-	-	-	-	-	-	-	-	-	-
25-1093X2	4/1/17	5.250%	\$6,489.00	Syncona	Syncona	\$117.84	\$117.84	\$117.84	\$117.84	\$117.84	\$117.84	\$117.84	\$117.84	\$117.84	\$117.84	\$117.84	\$117.84	\$117.84	\$117.84
25-1093X3	4/1/18	5.250%	\$7,156.00	Syncona	Syncona	\$123.95	\$123.95	\$123.95	\$123.95	\$123.95	\$123.95	\$123.95	\$123.95	\$123.95	\$123.95	\$123.95	\$123.95	\$123.95	\$123.95
25-1093X4	4/1/19	5.250%	\$7,823.00	Syncona	Syncona	\$130.44	\$130.44	\$130.44	\$130.44	\$130.44	\$130.44	\$130.44	\$130.44	\$130.44	\$130.44	\$130.44	\$130.44	\$130.44	\$130.44
25-1093X5	4/1/20	5.250%	\$8,490.00	Syncona	Syncona	\$137.31	\$137.31	\$137.31	\$137.31	\$137.31	\$137.31	\$137.31	\$137.31	\$137.31	\$137.31	\$137.31	\$137.31	\$137.31	\$137.31
25-1093X6	4/1/21	5.250%	\$9,157.00	Syncona	Syncona	\$144.18	\$144.18	\$144.18	\$144.18	\$144.18	\$144.18	\$144.18	\$144.18	\$144.18	\$144.18	\$144.18	\$144.18	\$144.18	\$144.18
25-1093X7	4/1/15	4.500%	\$749.00	Syncona	Syncona	\$16.85	\$16.85	-	-	-	-	-	-	-	-	-	-	-	-
25-1093X8	4/1/16	5.250%	\$7,950.00	Syncona	Syncona	\$124.92	\$124.92	\$124.92	\$124.92	\$124.92	\$124.92	\$124.92	\$124.92	\$124.92	\$124.92	\$124.92	\$124.92	\$124.92	\$124.92
25-1093X9	4/1/17	5.250%	\$8,501.00	Syncona	Syncona	\$131.88	\$131.88	\$131.88	\$131.88	\$131.88	\$131.88	\$131.88	\$131.88	\$131.88	\$131.88	\$131.88	\$131.88	\$131.88	\$131.88
25-1093Y0	4/1/18	5.250%	\$9,052.00	Syncona	Syncona	\$138.85	\$138.85	\$138.85	\$138.85	\$138.85	\$138.85	\$138.85	\$138.85	\$138.85	\$138.85	\$138.85	\$138.85	\$138.85	\$138.85
25-1093Y1	4/1/19	5.250%	\$9,603.00	Syncona	Syncona	\$145.82	\$145.82	\$145.82	\$145.82	\$145.82	\$145.82	\$145.82	\$145.82	\$145.82	\$145.82	\$145.82	\$145.82	\$145.82	\$145.82
25-1093Y2	4/1/20	5.250%	\$10,154.00	Syncona	Syncona	\$152.79	\$152.79	\$152.79	\$152.79	\$152.79	\$152.79	\$152.79	\$152.79	\$152.79	\$152.79	\$152.79	\$152.79	\$152.79	\$152.79
25-1093Y3	4/1/21	5.250%	\$10,705.00	Syncona	Syncona	\$159.76	\$159.76	\$159.76	\$159.76	\$159.76	\$159.76	\$159.76	\$159.76	\$159.76	\$159.76	\$159.76	\$159.76	\$159.76	\$159.76
25-1093Y4	4/1/22	4.625%	\$5,348.00	Syncona	Syncona	\$51.99	\$51.99	\$51.99	\$51.99	\$51.99	\$51.99	\$51.99	\$51.99	\$51.99	\$51.99	\$51.99	\$51.99	\$51.99	\$51.99
25-1093Y5	4/1/23	5.250%	\$24,400.00	Syncona	Syncona	\$109.20	\$109.20	\$109.20	\$109.20	\$109.20	\$109.20	\$109.20	\$109.20	\$109.20	\$109.20	\$109.20	\$109.20	\$109.20	\$109.20
25-1093Y6	4/1/24	5.250%	\$4,160.00	Syncona	Syncona	\$18.80	\$18.80	-	-	-	-	-	-	-	-	-	-	-	-
25-1093Y7	4/1/15	4.000%	\$940.00	Ambac	Ambac	\$18.80	\$18.80	-	-	-	-	-	-	-	-	-	-	-	-
25-1093Y8	4/1/16	5.250%	\$7,990.00	Syncona	Syncona	\$124.92	\$124.92	\$124.92	\$124.92	\$124.92	\$124.92	\$124.92	\$124.92	\$124.92	\$124.92	\$124.92	\$124.92	\$124.92	\$124.92
25-1093Y9	4/1/17	5.250%	\$8,541.00	Syncona	Syncona	\$131.88	\$131.88	\$131.88	\$131.88	\$131.88	\$131.88	\$131.88	\$131.88	\$131.88	\$131.88	\$131.88	\$131.88	\$131.88	\$131.88
25-1093Y0	4/1/18	5.250%	\$9,092.00	Syncona	Syncona	\$138.85	\$138.85	\$138.85	\$138.85	\$138.85	\$138.85	\$138.85	\$138.85	\$138.85	\$138.85	\$138.85	\$138.85	\$138.85	\$138.85
25-1093Y1	4/1/19	5.250%	\$9,643.00	Syncona	Syncona	\$145.82	\$145.82	\$145.82	\$145.82	\$145.82	\$145.82	\$145.82							

# Reinstated to Insurers: UTGO Series 2014 DSA Fourth Lien Restructured Bonds - Debt Service

CUSIP	Maturity Date	Rate	Principal	Insurer	Beneficial Holder	10/1/14	4/1/15	10/1/15	4/1/16	10/1/16	4/1/17	10/1/17	4/1/18	10/1/18	4/1/19	10/1/19	4/1/20	10/1/20	4/1/21
UTGO 2004-A(1)																			
1436033X2	4/1/19	5.250%	\$108,000.00	Ambac	Ambac	\$2,835.00	\$2,835.00	\$2,835.00	\$2,835.00	\$2,835.00	\$2,835.00	\$2,835.00	\$2,835.00	\$2,835.00	\$2,835.00	\$2,835.00	\$2,835.00	\$2,835.00	\$2,835.00
1436033X3	4/1/20	4.250%	\$4,440.00	Ambac	Ambac	\$94.35	\$94.35	\$94.35	\$94.35	\$94.35	\$94.35	\$94.35	\$94.35	\$94.35	\$94.35	\$94.35	\$94.35	\$94.35	\$94.35
1436033X4	4/1/20	5.250%	\$146,040.00	Ambac	Ambac	\$3,833.55	\$3,833.55	\$3,833.55	\$3,833.55	\$3,833.55	\$3,833.55	\$3,833.55	\$3,833.55	\$3,833.55	\$3,833.55	\$3,833.55	\$3,833.55	\$3,833.55	\$3,833.55
1436033X5	4/1/21	5.000%	\$136,400.00	Ambac	Ambac	\$3,960.00	\$3,960.00	\$3,960.00	\$3,960.00	\$3,960.00	\$3,960.00	\$3,960.00	\$3,960.00	\$3,960.00	\$3,960.00	\$3,960.00	\$3,960.00	\$3,960.00	\$3,960.00
1436033X6	4/1/22	5.000%	\$166,320.00	Ambac	Ambac	\$4,365.90	\$4,365.90	\$4,365.90	\$4,365.90	\$4,365.90	\$4,365.90	\$4,365.90	\$4,365.90	\$4,365.90	\$4,365.90	\$4,365.90	\$4,365.90	\$4,365.90	\$4,365.90
1436033X7	4/1/23	4.500%	\$9,000.00	Ambac	Ambac	\$202.50	\$202.50	\$202.50	\$202.50	\$202.50	\$202.50	\$202.50	\$202.50	\$202.50	\$202.50	\$202.50	\$202.50	\$202.50	\$202.50
1436033X8	4/1/23	5.250%	\$166,080.00	Ambac	Ambac	\$4,359.60	\$4,359.60	\$4,359.60	\$4,359.60	\$4,359.60	\$4,359.60	\$4,359.60	\$4,359.60	\$4,359.60	\$4,359.60	\$4,359.60	\$4,359.60	\$4,359.60	\$4,359.60
1436033X9	4/1/24	4.600%	\$18,840.00	Ambac	Ambac	\$433.32	\$433.32	\$433.32	\$433.32	\$433.32	\$433.32	\$433.32	\$433.32	\$433.32	\$433.32	\$433.32	\$433.32	\$433.32	\$433.32
1436033X0	4/1/24	5.250%	\$165,360.00	Ambac	Ambac	\$4,340.70	\$4,340.70	\$4,340.70	\$4,340.70	\$4,340.70	\$4,340.70	\$4,340.70	\$4,340.70	\$4,340.70	\$4,340.70	\$4,340.70	\$4,340.70	\$4,340.70	\$4,340.70
			\$942,480.00			\$24,424.92	\$24,424.92	\$24,424.92	\$24,424.92	\$24,424.92	\$24,424.92	\$24,424.92	\$24,424.92	\$24,424.92	\$24,424.92	\$24,424.92	\$24,424.92	\$24,424.92	\$24,424.92
UTGO 2004-B(1)																			
1436033X1	4/1/15	5.000%	\$208,200.00	Ambac	Ambac	\$5,205.00	\$5,205.00	\$5,205.00	\$5,205.00	\$5,205.00	\$5,205.00	\$5,205.00	\$5,205.00	\$5,205.00	\$5,205.00	\$5,205.00	\$5,205.00	\$5,205.00	\$5,205.00
1436033X2	4/1/16	5.250%	\$218,520.00	Ambac	Ambac	\$5,736.15	\$5,736.15	\$5,736.15	\$5,736.15	\$5,736.15	\$5,736.15	\$5,736.15	\$5,736.15	\$5,736.15	\$5,736.15	\$5,736.15	\$5,736.15	\$5,736.15	\$5,736.15
1436033X3	4/1/17	4.000%	\$7,320.00	Ambac	Ambac	\$146.40	\$146.40	\$146.40	\$146.40	\$146.40	\$146.40	\$146.40	\$146.40	\$146.40	\$146.40	\$146.40	\$146.40	\$146.40	\$146.40
1436033X4	4/1/17	5.250%	\$222,720.00	Ambac	Ambac	\$5,846.40	\$5,846.40	\$5,846.40	\$5,846.40	\$5,846.40	\$5,846.40	\$5,846.40	\$5,846.40	\$5,846.40	\$5,846.40	\$5,846.40	\$5,846.40	\$5,846.40	\$5,846.40
1436033X5	4/1/18	5.250%	\$48,000.00	Ambac	Ambac	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00
			\$704,760.00			\$18,193.95	\$18,193.95	\$18,193.95	\$18,193.95	\$18,193.95	\$18,193.95	\$18,193.95	\$18,193.95	\$18,193.95	\$18,193.95	\$18,193.95	\$18,193.95	\$18,193.95	\$18,193.95
UTGO 2004-B(2)																			
1436033X6	4/1/19	5.240%	\$13,800.00	Ambac	Ambac	\$361.56	\$361.56	\$361.56	\$361.56	\$361.56	\$361.56	\$361.56	\$361.56	\$361.56	\$361.56	\$361.56	\$361.56	\$361.56	\$361.56
UTGO 2005-B																			
1436033X7	4/1/15	5.000%	\$54,960.00	Assured	Assured	\$1,374.00	\$1,374.00	\$1,374.00	\$1,374.00	\$1,374.00	\$1,374.00	\$1,374.00	\$1,374.00	\$1,374.00	\$1,374.00	\$1,374.00	\$1,374.00	\$1,374.00	\$1,374.00
1436033X8	4/1/16	5.000%	\$57,720.00	Assured	Assured	\$1,443.00	\$1,443.00	\$1,443.00	\$1,443.00	\$1,443.00	\$1,443.00	\$1,443.00	\$1,443.00	\$1,443.00	\$1,443.00	\$1,443.00	\$1,443.00	\$1,443.00	\$1,443.00
1436033X9	4/1/17	4.300%	\$60,480.00	Assured	Assured	\$1,300.32	\$1,300.32	\$1,300.32	\$1,300.32	\$1,300.32	\$1,300.32	\$1,300.32	\$1,300.32	\$1,300.32	\$1,300.32	\$1,300.32	\$1,300.32	\$1,300.32	\$1,300.32
1436033X0	4/1/18	5.000%	\$62,960.00	Assured	Assured	\$1,581.00	\$1,581.00	\$1,581.00	\$1,581.00	\$1,581.00	\$1,581.00	\$1,581.00	\$1,581.00	\$1,581.00	\$1,581.00	\$1,581.00	\$1,581.00	\$1,581.00	\$1,581.00
1436033X1	4/1/19	5.000%	\$66,360.00	Assured	Assured	\$1,659.00	\$1,659.00	\$1,659.00	\$1,659.00	\$1,659.00	\$1,659.00	\$1,659.00	\$1,659.00	\$1,659.00	\$1,659.00	\$1,659.00	\$1,659.00	\$1,659.00	\$1,659.00
1436033X2	4/1/20	5.000%	\$120,000.00	Assured	Assured	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
1436033X3	4/1/21	5.000%	\$120,000.00	Assured	Assured	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
1436033X4	4/1/22	5.000%	\$120,000.00	Assured	Assured	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
1436033X5	4/1/23	5.000%	\$120,000.00	Assured	Assured	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
1436033X6	4/1/24	5.000%	\$120,000.00	Assured	Assured	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
1436033X7	4/1/25	5.000%	\$120,000.00	Assured	Assured	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
			\$1,022,760.00			\$25,357.32	\$25,357.32	\$25,357.32	\$25,357.32	\$25,357.32	\$25,357.32	\$25,357.32	\$25,357.32	\$25,357.32	\$25,357.32	\$25,357.32	\$25,357.32	\$25,357.32	\$25,357.32
UTGO 2005-C																			
1436033X8	4/1/15	5.000%	\$55,320.00	Assured	Assured	\$1,383.00	\$1,383.00	\$1,383.00	\$1,383.00	\$1,383.00	\$1,383.00	\$1,383.00	\$1,383.00	\$1,383.00	\$1,383.00	\$1,383.00	\$1,383.00	\$1,383.00	\$1,383.00
1436033X9	4/1/16	5.000%	\$58,200.00	Assured	Assured	\$1,455.00	\$1,455.00	\$1,455.00	\$1,455.00	\$1,455.00	\$1,455.00	\$1,455.00	\$1,455.00	\$1,455.00	\$1,455.00	\$1,455.00	\$1,455.00	\$1,455.00	\$1,455.00
1436033X0	4/1/17	4.300%	\$60,080.00	Assured	Assured	\$1,313.22	\$1,313.22	\$1,313.22	\$1,313.22	\$1,313.22	\$1,313.22	\$1,313.22	\$1,313.22	\$1,313.22	\$1,313.22	\$1,313.22	\$1,313.22	\$1,313.22	\$1,313.22
1436033X1	4/1/18	5.000%	\$63,120.00	Assured	Assured	\$1,578.00	\$1,578.00	\$1,578.00	\$1,578.00	\$1,578.00	\$1,578.00	\$1,578.00	\$1,578.00	\$1,578.00	\$1,578.00	\$1,578.00	\$1,578.00	\$1,578.00	\$1,578.00
1436033X2	4/1/19	5.250%	\$65,640.00	Assured	Assured	\$1,723.05	\$1,723.05	\$1,723.05	\$1,723.05	\$1,723.05	\$1,723.05	\$1,723.05	\$1,723.05	\$1,723.05	\$1,723.05	\$1,723.05	\$1,723.05	\$1,723.05	\$1,723.05
1436033X3	4/1/20	5.250%	\$69,240.00	Assured	Assured	\$1,817.55	\$1,817.55	\$1,817.55	\$1,817.55	\$1,817.55	\$1,817.55	\$1,817.55	\$1,817.55	\$1,817.55	\$1,817.55	\$1,817.55	\$1,817.55	\$1,817.55	\$1,817.55
			\$372,600.00			\$9,269.82	\$9,269.82	\$9,269.82	\$9,269.82	\$9,269.82	\$9,269.82	\$9,269.82	\$9,269.82	\$9,269.82	\$9,269.82	\$9,269.82	\$9,269.82	\$9,269.82	\$9,269.82
UTGO 2008-A																			
1436033X4	4/1/15	5.000%	\$69,000.00	Assured	Assured	\$1,725.00	\$1,725.00	\$1,725.00	\$1,725.00	\$1,725.00	\$1,725.00	\$1,725.00	\$1,725.00	\$1,725.00	\$1,725.00	\$1,725.00	\$1,725.00	\$1,725.00	\$1,725.00
1436033X5	4/1/16	5.000%	\$72,360.00	Assured	Assured	\$1,809.00	\$1,809.00	\$1,809.00	\$1,809.00	\$1,809.00	\$1,809.00	\$1,809.00	\$1,809.00	\$1,809.00	\$1,809.00	\$1,809.00	\$1,809.00	\$1,809.00	\$1,809.00
1436033X6	4/1/17	5.000%	\$76,080.00	Assured	Assured	\$1,902.00	\$1,902.00	\$1,902.00	\$1,902.00	\$1,902.00	\$1,902.00	\$1,902.00	\$1,902.00	\$1,902.00	\$1,902.00	\$1,902.00	\$1,902.00	\$1,902.00	\$1,902.00
1436033X7	4/1/18	4.000%	\$79,800.00	Assured	Assured	\$1,596.00	\$1,596.00	\$1,596.00	\$1,596.00	\$1,596.00	\$1,596.00	\$1,596.00	\$1,596.00	\$1,596.00	\$1,596.00	\$1,596.00	\$1,596.00	\$1,596.00	\$1,596.00
1436033X8	4/1/19	5.000%	\$83,040.00	Assured	Assured	\$2,076.00	\$2,076.00	\$2,076.00	\$2,076.00	\$2,076.00	\$2,076.00	\$2,076.00	\$2,076.00	\$2,076.00	\$2,076.00	\$2,076.00	\$2,076.00	\$2,076.00	\$2,076.00
1436033X9	4/1/20	5.000%	\$87,120.00	Assured	Assured	\$2,178.00	\$2,178.00	\$2,178.00	\$2,178.00	\$2,178.00	\$2,178.00	\$2,178.00	\$2,178.00	\$2,178.00	\$2,178.00	\$2,178.00	\$2,178.00	\$2,178.00	\$2,178.00
1436033X0	4/1/21	5.000%	\$91,560.00	Assured	Assured	\$2,289.00	\$2,289.00	\$2,289.00	\$2,289.00	\$2,289.00	\$2,289.00	\$2,289.00	\$2,289.00	\$2,289.00	\$2,289.00				

## Reinstated to Insurers: UTGO Series 2014 DSA Fourth Lien Restructured Bonds - Debt Service

Maturity Date		Rate	Principal	Insurer	Beneficial Holder	10/1/21	4/1/22	10/1/22	4/1/23	10/1/23	4/1/24	10/1/24	4/1/25	10/1/25	4/1/26	10/1/26	4/1/27	10/1/27	4/1/28	Total Interest	Principal & Interest	

## Reinstated to Insurers: UTGO Series 2014 DSA Fourth Lien Restructured Bonds - Debt Service

[illegible]

# Reinstated to Insurers: UTGO Series 2014 DSA Fourth Lien Restructured Bonds - Debt Service

## Bond Series Subject to Mandatory Redemption

Issuance: 2004-B(2)										Issuance: 2008-A									
CUSIP		CUSIP		Mandatory Redemption		Mandatory Redemption		Mandatory Redemption		CUSIP		CUSIP		Mandatory Redemption		Mandatory Redemption		Mandatory Redemption	
251093ZK1		251093N63		Amounts		Amounts		Amounts		251093N63		251093N63		Amounts		Amounts		Amounts	
Date	Insurer	Fiscal Year	Rate	Outstanding	Interest	Date	Insurer	Fiscal Year	Rate	Outstanding	Interest	Date	Insurer	Fiscal Year	Rate	Outstanding	Interest	Date	Insurer
10/1/14	Ambac	6/30/15	5.240%	\$13,800.00	\$361.56	10/1/14	Assured	6/30/15	5.000%	\$479,520.00	\$11,988.00	10/1/14	Assured	6/30/15	5.000%	\$479,520.00	\$11,988.00	10/1/14	Assured
4/1/15	Ambac	6/30/15	5.240%	\$1,720.00	\$361.56	4/1/15	Assured	6/30/15	5.000%	\$479,520.00	\$11,988.00	4/1/15	Assured	6/30/15	5.000%	\$479,520.00	\$11,988.00	4/1/15	Assured
10/1/15	Ambac	6/30/16	5.240%	\$10,080.00	\$264.10	10/1/15	Assured	6/30/16	5.000%	\$479,520.00	\$11,988.00	10/1/15	Assured	6/30/16	5.000%	\$479,520.00	\$11,988.00	10/1/15	Assured
4/1/16	Ambac	6/30/16	5.240%	\$6,120.00	\$264.10	4/1/16	Assured	6/30/16	5.000%	\$479,520.00	\$11,988.00	4/1/16	Assured	6/30/16	5.000%	\$479,520.00	\$11,988.00	4/1/16	Assured
10/1/16	Ambac	6/30/17	5.240%	\$6,120.00	\$160.34	10/1/16	Assured	6/30/17	5.000%	\$479,520.00	\$11,988.00	10/1/16	Assured	6/30/17	5.000%	\$479,520.00	\$11,988.00	10/1/16	Assured
4/1/17	Ambac	6/30/17	5.240%	\$4,080.00	\$160.34	4/1/17	Assured	6/30/17	5.000%	\$479,520.00	\$11,988.00	4/1/17	Assured	6/30/17	5.000%	\$479,520.00	\$11,988.00	4/1/17	Assured
10/1/17	Ambac	6/30/18	5.240%	\$2,040.00	\$53.45	10/1/17	Assured	6/30/18	5.000%	\$479,520.00	\$11,988.00	10/1/17	Assured	6/30/18	5.000%	\$479,520.00	\$11,988.00	10/1/17	Assured
4/1/18	Ambac	6/30/18	5.240%	\$1,800.00	\$53.45	4/1/18	Assured	6/30/18	5.000%	\$479,520.00	\$11,988.00	4/1/18	Assured	6/30/18	5.000%	\$479,520.00	\$11,988.00	4/1/18	Assured
Total				\$13,800.00	\$1,678.90														
Issuance: 2008-A										Issuance: 2008-A									
CUSIP		CUSIP		Mandatory Redemption		Mandatory Redemption		Mandatory Redemption		CUSIP		CUSIP		Mandatory Redemption		Mandatory Redemption		Mandatory Redemption	
251093N55		251093N55		Amounts		Amounts		Amounts		251093N55		251093N55		Amounts		Amounts		Amounts	
Date	Insurer	Fiscal Year	Rate	Outstanding	Interest	Date	Insurer	Fiscal Year	Rate	Outstanding	Interest	Date	Insurer	Fiscal Year	Rate	Outstanding	Interest	Date	Insurer
10/1/14	Assured	6/30/15	5.000%	\$206,880.00	\$5,172.00	10/1/14	Assured	6/30/15	5.000%	\$206,880.00	\$5,172.00	10/1/14	Assured	6/30/15	5.000%	\$206,880.00	\$5,172.00	10/1/14	Assured
4/1/15	Assured	6/30/15	5.000%	\$206,880.00	\$5,172.00	4/1/15	Assured	6/30/15	5.000%	\$206,880.00	\$5,172.00	4/1/15	Assured	6/30/15	5.000%	\$206,880.00	\$5,172.00	4/1/15	Assured
10/1/15	Assured	6/30/16	5.000%	\$206,880.00	\$5,172.00	10/1/15	Assured	6/30/16	5.000%	\$206,880.00	\$5,172.00	10/1/15	Assured	6/30/16	5.000%	\$206,880.00	\$5,172.00	10/1/15	Assured
4/1/16	Assured	6/30/16	5.000%	\$206,880.00	\$5,172.00	4/1/16	Assured	6/30/16	5.000%	\$206,880.00	\$5,172.00	4/1/16	Assured	6/30/16	5.000%	\$206,880.00	\$5,172.00	4/1/16	Assured
10/1/16	Assured	6/30/17	5.000%	\$206,880.00	\$5,172.00	10/1/16	Assured	6/30/17	5.000%	\$206,880.00	\$5,172.00	10/1/16	Assured	6/30/17	5.000%	\$206,880.00	\$5,172.00	10/1/16	Assured
4/1/17	Assured	6/30/17	5.000%	\$206,880.00	\$5,172.00	4/1/17	Assured	6/30/17	5.000%	\$206,880.00	\$5,172.00	4/1/17	Assured	6/30/17	5.000%	\$206,880.00	\$5,172.00	4/1/17	Assured
10/1/17	Assured	6/30/18	5.000%	\$206,880.00	\$5,172.00	10/1/17	Assured	6/30/18	5.000%	\$206,880.00	\$5,172.00	10/1/17	Assured	6/30/18	5.000%	\$206,880.00	\$5,172.00	10/1/17	Assured
4/1/18	Assured	6/30/18	5.000%	\$206,880.00	\$5,172.00	4/1/18	Assured	6/30/18	5.000%	\$206,880.00	\$5,172.00	4/1/18	Assured	6/30/18	5.000%	\$206,880.00	\$5,172.00	4/1/18	Assured
10/1/18	Assured	6/30/19	5.000%	\$206,880.00	\$5,172.00	10/1/18	Assured	6/30/19	5.000%	\$206,880.00	\$5,172.00	10/1/18	Assured	6/30/19	5.000%	\$206,880.00	\$5,172.00	10/1/18	Assured
4/1/19	Assured	6/30/19	5.000%	\$206,880.00	\$5,172.00	4/1/19	Assured	6/30/19	5.000%	\$206,880.00	\$5,172.00	4/1/19	Assured	6/30/19	5.000%	\$206,880.00	\$5,172.00	4/1/19	Assured
10/1/19	Assured	6/30/20	5.000%	\$206,880.00	\$5,172.00	10/1/19	Assured	6/30/20	5.000%	\$206,880.00	\$5,172.00	10/1/19	Assured	6/30/20	5.000%	\$206,880.00	\$5,172.00	10/1/19	Assured
4/1/20	Assured	6/30/20	5.000%	\$206,880.00	\$5,172.00	4/1/20	Assured	6/30/20	5.000%	\$206,880.00	\$5,172.00	4/1/20	Assured	6/30/20	5.000%	\$206,880.00	\$5,172.00	4/1/20	Assured
10/1/20	Assured	6/30/21	5.000%	\$206,880.00	\$5,172.00	10/1/20	Assured	6/30/21	5.000%	\$206,880.00	\$5,172.00	10/1/20	Assured	6/30/21	5.000%	\$206,880.00	\$5,172.00	10/1/20	Assured
4/1/21	Assured	6/30/21	5.000%	\$206,880.00	\$5,172.00	4/1/21	Assured	6/30/21	5.000%	\$206,880.00	\$5,172.00	4/1/21	Assured	6/30/21	5.000%	\$206,880.00	\$5,172.00	4/1/21	Assured
10/1/21	Assured	6/30/22	5.000%	\$206,880.00	\$5,172.00	10/1/21	Assured	6/30/22	5.000%	\$206,880.00	\$5,172.00	10/1/21	Assured	6/30/22	5.000%	\$206,880.00	\$5,172.00	10/1/21	Assured
4/1/22	Assured	6/30/22	5.000%	\$206,880.00	\$5,172.00	4/1/22	Assured	6/30/22	5.000%	\$206,880.00	\$5,172.00	4/1/22	Assured	6/30/22	5.000%	\$206,880.00	\$5,172.00	4/1/22	Assured
10/1/22	Assured	6/30/23	5.000%	\$206,880.00	\$5,172.00	10/1/22	Assured	6/30/23	5.000%	\$206,880.00	\$5,172.00	10/1/22	Assured	6/30/23	5.000%	\$206,880.00	\$5,172.00	10/1/22	Assured
4/1/23	Assured	6/30/23	5.000%	\$206,880.00	\$5,172.00	4/1/23	Assured	6/30/23	5.000%	\$206,880.00	\$5,172.00	4/1/23	Assured	6/30/23	5.000%	\$206,880.00	\$5,172.00	4/1/23	Assured
10/1/23	Assured	6/30/24	5.000%	\$206,880.00	\$5,172.00	10/1/23	Assured	6/30/24	5.000%	\$206,880.00	\$5,172.00	10/1/23	Assured	6/30/24	5.000%	\$206,880.00	\$5,172.00	10/1/23	Assured
4/1/24	Assured	6/30/24	5.000%	\$206,880.00	\$5,172.00	4/1/24	Assured	6/30/24	5.000%	\$206,880.00	\$5,172.00	4/1/24	Assured	6/30/24	5.000%	\$206,880.00	\$5,172.00	4/1/24	Assured
Total				\$206,880.00	\$98,394.00														

**EXHIBIT C**

**STUB UTGO BONDS**

# UTGO Series STUB Bonds - Debt Service

Maturity Date	Rate	Principal	Insurer	10/1/14	4/1/15	10/1/15	4/1/16	10/1/16	4/1/17	10/1/17	4/1/18	10/1/18	4/1/19	10/1/19	4/1/20	10/1/20	4/1/21
12-53846-01	5.250%	\$373,350.00	Assured	\$9,800.44	\$9,800.44	\$9,808.63	\$9,808.63	\$10,299.88	\$10,299.88	\$10,823.88	\$10,823.88	\$11,364.25	\$11,364.25	\$11,899.88	\$11,899.88	\$12,435.41	\$12,435.41
12-53846-02	5.000%	\$392,345.00	Assured	\$10,299.88	\$10,299.88	\$10,823.88	\$10,823.88	\$11,364.25	\$11,364.25	\$11,899.88	\$11,899.88	\$12,435.41	\$12,435.41	\$12,970.91	\$12,970.91	\$13,506.44	\$13,506.44
12-53846-03	5.000%	\$411,995.00	Assured	\$10,823.88	\$10,823.88	\$11,364.25	\$11,364.25	\$11,899.88	\$11,899.88	\$12,435.41	\$12,435.41	\$12,970.91	\$12,970.91	\$13,506.44	\$13,506.44	\$14,041.97	\$14,041.97
12-53846-04	5.000%	\$432,955.00	Assured	\$11,364.25	\$11,364.25	\$11,899.88	\$11,899.88	\$12,435.41	\$12,435.41	\$12,970.91	\$12,970.91	\$13,506.44	\$13,506.44	\$14,041.97	\$14,041.97	\$14,577.50	\$14,577.50
12-53846-05	5.000%	\$454,570.00	Assured	\$12,435.41	\$12,435.41	\$12,970.91	\$12,970.91	\$13,506.44	\$13,506.44	\$14,041.97	\$14,041.97	\$14,577.50	\$14,577.50	\$15,113.03	\$15,113.03	\$15,648.56	\$15,648.56
12-53846-06	5.000%	\$2,063,215.00		\$52,097.06	\$52,097.06	\$54,296.63	\$54,296.63	\$56,496.20	\$56,496.20	\$58,695.77	\$58,695.77	\$60,895.34	\$60,895.34	\$63,094.91	\$63,094.91	\$65,294.48	\$65,294.48
12-53846-07	5.375%	\$778,140.00	NPPG	\$20,912.51	\$20,912.51	\$22,039.11	\$22,039.11	\$23,165.71	\$23,165.71	\$24,292.31	\$24,292.31	\$25,418.91	\$25,418.91	\$26,545.51	\$26,545.51	\$27,672.11	\$27,672.11
12-53846-08	5.375%	\$820,060.00	NPPG	\$23,236.13	\$23,236.13	\$24,362.73	\$24,362.73	\$25,489.33	\$25,489.33	\$26,615.93	\$26,615.93	\$27,742.53	\$27,742.53	\$28,869.13	\$28,869.13	\$29,995.73	\$29,995.73
12-53846-09	5.375%	\$864,000.00	NPPG	\$40,288.75	\$40,288.75	\$42,487.50	\$42,487.50	\$44,686.25	\$44,686.25	\$46,885.00	\$46,885.00	\$49,083.75	\$49,083.75	\$51,282.50	\$51,282.50	\$53,481.25	\$53,481.25
12-53846-10	5.375%	\$1,834,000.00	NPPG	\$45,850.00	\$45,850.00	\$48,048.75	\$48,048.75	\$50,247.50	\$50,247.50	\$52,446.25	\$52,446.25	\$54,645.00	\$54,645.00	\$56,843.75	\$56,843.75	\$59,042.50	\$59,042.50
12-53846-11	5.000%	\$1,834,000.00	NPPG	\$45,850.00	\$45,850.00	\$48,048.75	\$48,048.75	\$50,247.50	\$50,247.50	\$52,446.25	\$52,446.25	\$54,645.00	\$54,645.00	\$56,843.75	\$56,843.75	\$59,042.50	\$59,042.50
12-53846-12	5.000%	\$1,834,000.00	NPPG	\$45,850.00	\$45,850.00	\$48,048.75	\$48,048.75	\$50,247.50	\$50,247.50	\$52,446.25	\$52,446.25	\$54,645.00	\$54,645.00	\$56,843.75	\$56,843.75	\$59,042.50	\$59,042.50
12-53846-13	5.000%	\$9,798,800.00		\$253,026.50	\$253,026.50	\$262,113.99	\$262,113.99	\$271,201.48	\$271,201.48	\$280,288.97	\$280,288.97	\$289,376.46	\$289,376.46	\$298,463.95	\$298,463.95	\$307,551.44	\$307,551.44
12-53846-14	5.125%	\$424,440.00	NPPG	\$10,876.28	\$10,876.28	\$11,430.16	\$11,430.16	\$11,984.04	\$11,984.04	\$12,537.92	\$12,537.92	\$13,091.80	\$13,091.80	\$13,645.68	\$13,645.68	\$14,199.56	\$14,199.56
12-53846-15	5.125%	\$446,055.00	NPPG	\$11,430.16	\$11,430.16	\$11,984.04	\$11,984.04	\$12,537.92	\$12,537.92	\$13,091.80	\$13,091.80	\$13,645.68	\$13,645.68	\$14,199.56	\$14,199.56	\$14,753.44	\$14,753.44
12-53846-16	5.125%	\$870,950.00		\$22,306.43	\$22,306.43	\$23,360.31	\$23,360.31	\$24,414.19	\$24,414.19	\$25,468.07	\$25,468.07	\$26,521.95	\$26,521.95	\$27,575.83	\$27,575.83	\$28,629.71	\$28,629.71
12-53846-17	4.000%	\$39,300.00	Syncora	\$786.00	\$786.00	\$820.06	\$820.06	\$854.12	\$854.12	\$888.18	\$888.18	\$922.24	\$922.24	\$956.30	\$956.30	\$990.36	\$990.36
12-53846-18	5.250%	\$334,050.00	Syncora	\$8,768.81	\$8,768.81	\$9,209.06	\$9,209.06	\$9,649.31	\$9,649.31	\$10,089.56	\$10,089.56	\$10,529.81	\$10,529.81	\$10,970.06	\$10,970.06	\$11,410.31	\$11,410.31
12-53846-19	5.250%	\$392,345.00	Syncora	\$10,299.06	\$10,299.06	\$10,832.06	\$10,832.06	\$11,365.06	\$11,365.06	\$11,898.06	\$11,898.06	\$12,431.06	\$12,431.06	\$12,964.06	\$12,964.06	\$13,497.06	\$13,497.06
12-53846-20	5.250%	\$412,650.00	Syncora	\$11,399.46	\$11,399.46	\$11,932.46	\$11,932.46	\$12,465.46	\$12,465.46	\$13,000.00	\$13,000.00	\$13,532.50	\$13,532.50	\$14,065.50	\$14,065.50	\$14,598.50	\$14,598.50
12-53846-21	5.250%	\$434,265.00	Syncora	\$12,001.24	\$12,001.24	\$12,534.24	\$12,534.24	\$13,067.24	\$13,067.24	\$13,600.24	\$13,600.24	\$14,133.24	\$14,133.24	\$14,666.24	\$14,666.24	\$15,199.24	\$15,199.24
12-53846-22	5.250%	\$457,190.00	Syncora	\$12,473.75	\$12,473.75	\$13,006.75	\$13,006.75	\$13,539.75	\$13,539.75	\$14,072.75	\$14,072.75	\$14,605.75	\$14,605.75	\$15,138.75	\$15,138.75	\$15,671.75	\$15,671.75
12-53846-23	5.250%	\$65,500.00	Syncora	\$1,473.75	\$1,473.75	\$1,514.69	\$1,514.69	\$1,555.63	\$1,555.63	\$1,596.57	\$1,596.57	\$1,637.51	\$1,637.51	\$1,678.45	\$1,678.45	\$1,719.39	\$1,719.39
12-53846-24	4.500%	\$415,925.00	Syncora	\$13,273.58	\$13,273.58	\$13,806.58	\$13,806.58	\$14,339.58	\$14,339.58	\$14,872.58	\$14,872.58	\$15,405.58	\$15,405.58	\$15,938.58	\$15,938.58	\$16,471.58	\$16,471.58
12-53846-25	5.250%	\$505,600.00	Syncora	\$15,146.69	\$15,146.69	\$15,679.69	\$15,679.69	\$16,212.69	\$16,212.69	\$16,745.69	\$16,745.69	\$17,278.69	\$17,278.69	\$17,811.69	\$17,811.69	\$18,344.69	\$18,344.69
12-53846-26	4.625%	\$65,500.00	Syncora	\$1,514.69	\$1,514.69	\$1,555.63	\$1,555.63	\$1,596.57	\$1,596.57	\$1,637.51	\$1,637.51	\$1,678.45	\$1,678.45	\$1,719.39	\$1,719.39	\$1,760.33	\$1,760.33
12-53846-27	5.250%	\$467,015.00	Syncora	\$12,259.14	\$12,259.14	\$12,792.14	\$12,792.14	\$13,325.14	\$13,325.14	\$13,858.14	\$13,858.14	\$14,391.14	\$14,391.14	\$14,924.14	\$14,924.14	\$15,457.14	\$15,457.14
12-53846-28	4.625%	\$196,500.00	Syncora	\$4,544.06	\$4,544.06	\$4,785.54	\$4,785.54	\$5,027.02	\$5,027.02	\$5,268.50	\$5,268.50	\$5,510.00	\$5,510.00	\$5,751.48	\$5,751.48	\$5,992.96	\$5,992.96
12-53846-29	5.250%	\$363,525.00	Syncora	\$9,542.53	\$9,542.53	\$10,075.53	\$10,075.53	\$10,608.53	\$10,608.53	\$11,141.53	\$11,141.53	\$11,674.53	\$11,674.53	\$12,207.53	\$12,207.53	\$12,740.53	\$12,740.53
12-53846-30	5.250%	\$4,149,425.00		\$107,612.41	\$107,612.41	\$111,758.54	\$111,758.54	\$115,904.67	\$115,904.67	\$120,050.80	\$120,050.80	\$124,196.93	\$124,196.93	\$128,343.06	\$128,343.06	\$132,489.19	\$132,489.19
12-53846-31	5.250%	\$589,500.00	Ambac	\$15,474.38	\$15,474.38	\$16,007.38	\$16,007.38	\$16,540.38	\$16,540.38	\$17,073.38	\$17,073.38	\$17,606.38	\$17,606.38	\$18,139.38	\$18,139.38	\$18,672.38	\$18,672.38
12-53846-32	4.250%	\$24,235.00	Ambac	\$514.99	\$514.99	\$530.99	\$530.99	\$546.99	\$546.99	\$562.99	\$562.99	\$578.99	\$578.99	\$594.99	\$594.99	\$610.99	\$610.99
12-53846-33	5.250%	\$797,135.00	Ambac	\$20,924.79	\$20,924.79	\$21,457.79	\$21,457.79	\$21,990.79	\$21,990.79	\$22,523.79	\$22,523.79	\$23,056.79	\$23,056.79	\$23,589.79	\$23,589.79	\$24,122.79	\$24,122.79
12-53846-34	5.000%	\$864,600.00	Ambac	\$21,615.00	\$21,615.00	\$22,148.00	\$22,148.00	\$22,681.00	\$22,681.00	\$23,214.00	\$23,214.00	\$23,747.00	\$23,747.00	\$24,280.00	\$24,280.00	\$24,813.00	\$24,813.00
12-53846-35	5.250%	\$907,830.54	Ambac	\$23,830.54	\$23,830.54	\$24,363.54	\$24,363.54	\$24,896.54	\$24,896.54	\$25,429.54	\$25,429.54	\$25,962.54	\$25,962.54	\$26,495.54	\$26,495.54	\$27,028.54	\$27,028.54
12-53846-36	4.500%	\$49,125.00	Ambac	\$1,105.31	\$1,105.31	\$1,136.31	\$1,136.31	\$1,167.31	\$1,167.31	\$1,198.31	\$1,198.31	\$1,229.31	\$1,229.31	\$1,260.31	\$1,260.31	\$1,291.31	\$1,291.31
12-53846-37	5.250%	\$906,520.00	Ambac	\$23,796.15	\$23,796.15	\$24,329.15	\$24,329.15	\$24,862.15	\$24,862.15	\$25,395.15	\$25,395.15	\$25,928.15	\$25,928.15	\$26,461.15	\$26,461.15	\$26,994.15	\$26,994.15
12-53846-38	4.600%	\$102,835.00	Ambac	\$2,365.21	\$2,365.21	\$2,436.21	\$2,436.21	\$2,507.21	\$2,507.21	\$2,578.21	\$2,578.21	\$2,649.21	\$2,649.21	\$2,720.21	\$2,720.21	\$2,791.21	\$2,791.21
12-53846-39	5.250%	\$902,590.00	Ambac	\$23,692.99	\$23,692.99	\$24,225.99	\$24,225.99	\$24,758.99	\$24,758.99	\$25,291.99	\$25,291.99	\$25,824.99	\$25,824.99	\$26,357.99	\$26,357.99	\$26,890.99	\$26,890.99
12-53846-40	5.250%	\$5,144,370.00		\$133,319.36	\$133,319.36	\$138,465.49	\$138,465.49	\$143,611.62	\$143,611.62	\$148,757.75	\$148,757.75	\$153,903.88	\$153,903.88	\$159,049.99	\$159,049.99	\$164,196.12	\$164,196.12

Subject to Mandatory Redemption

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## Subject to Mandatory Redemption

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### \*Subject to Mandatory Redemption

Interest

[illegible]

# UTGO Series STUB Bonds - Debt Service

## Bond Series Subject to Mandatory Redemption

Issuance: 2004-B(2)								Issuance: 2008-A							
CUSIP 251093ZX1		Mandatory Redemption				Interest		CUSIP 251093N63		Mandatory Redemption				Interest	
Date	Insurer	Fiscal Year	Amounts	Outstanding	Rate	Interest		Date	Insurer	Fiscal Year	Amounts	Outstanding	Rate	Interest	
10/1/14	Ambac	6/30/15	-	\$75,325.00	5.240%	\$1,973.52		10/1/14	Assured	6/30/15	-	\$2,617,380.00	5.000%	\$65,434.50	
4/1/15	Ambac	6/30/15	\$20,305.00	\$55,020.00	5.240%	\$1,973.52		4/1/15	Assured	6/30/15	-	\$2,617,380.00	5.000%	\$65,434.50	
10/1/15	Ambac	6/30/16	-	\$55,020.00	5.240%	\$1,441.52		10/1/15	Assured	6/30/16	-	\$2,617,380.00	5.000%	\$65,434.50	
4/1/16	Ambac	6/30/16	\$21,615.00	\$33,405.00	5.240%	\$1,441.52		4/1/16	Assured	6/30/16	-	\$2,617,380.00	5.000%	\$65,434.50	
10/1/16	Ambac	6/30/17	-	\$33,405.00	5.240%	\$875.21		10/1/16	Assured	6/30/17	-	\$2,617,380.00	5.000%	\$65,434.50	
4/1/17	Ambac	6/30/17	\$22,270.00	\$11,135.00	5.240%	\$875.21		4/1/17	Assured	6/30/17	-	\$2,617,380.00	5.000%	\$65,434.50	
10/1/17	Ambac	6/30/18	-	\$11,135.00	5.240%	\$291.74		10/1/17	Assured	6/30/18	-	\$2,617,380.00	5.000%	\$65,434.50	
4/1/18	Ambac	6/30/18	\$11,135.00	-	5.240%	\$291.74		4/1/18	Assured	6/30/18	-	\$2,617,380.00	5.000%	\$65,434.50	
Total				\$75,325.00		\$9,163.97		Total				\$2,617,380.00		\$1,643,820.75	
Issuance: 2008-A								Issuance: 2008-A							
CUSIP 251093N55		Mandatory Redemption				Interest		CUSIP 251093N55		Mandatory Redemption				Interest	
Date	Insurer	Fiscal Year	Amounts	Outstanding	Rate	Interest		Date	Insurer	Fiscal Year	Amounts	Outstanding	Rate	Interest	
10/1/14	Assured	6/30/15	-	\$1,129,220.00	5.000%	\$28,230.50		10/1/2022	Assured	6/30/2023	-	\$2,617,380.00	5.000%	\$65,434.50	
4/1/15	Assured	6/30/15	-	\$1,129,220.00	5.000%	\$28,230.50		4/1/2023	Assured	6/30/2023	-	\$2,617,380.00	5.000%	\$65,434.50	
10/1/15	Assured	6/30/16	-	\$1,129,220.00	5.000%	\$28,230.50		10/1/2023	Assured	6/30/2024	-	\$2,617,380.00	5.000%	\$65,434.50	
4/1/16	Assured	6/30/16	-	\$1,129,220.00	5.000%	\$28,230.50		4/1/2024	Assured	6/30/2024	-	\$2,617,380.00	5.000%	\$65,434.50	
10/1/16	Assured	6/30/17	-	\$1,129,220.00	5.000%	\$28,230.50		10/1/2024	Assured	6/30/2025	-	\$2,617,380.00	5.000%	\$65,434.50	
4/1/17	Assured	6/30/17	-	\$1,129,220.00	5.000%	\$28,230.50		4/1/2025	Assured	6/30/2025	\$607,185.00	\$2,010,195.00	5.000%	\$65,434.50	
10/1/17	Assured	6/30/18	-	\$1,129,220.00	5.000%	\$28,230.50		10/1/2025	Assured	6/30/2026	-	\$2,010,195.00	5.000%	\$50,254.88	
4/1/18	Assured	6/30/18	-	\$1,129,220.00	5.000%	\$28,230.50		4/1/2026	Assured	6/30/2026	\$637,970.00	\$1,372,225.00	5.000%	\$50,254.88	
10/1/18	Assured	6/30/19	-	\$1,129,220.00	5.000%	\$28,230.50		10/1/2026	Assured	6/30/2027	-	\$1,372,225.00	5.000%	\$34,305.63	
4/1/19	Assured	6/30/19	-	\$1,129,220.00	5.000%	\$28,230.50		4/1/2027	Assured	6/30/2027	\$669,410.00	\$702,815.00	5.000%	\$34,305.63	
10/1/19	Assured	6/30/20	-	\$1,129,220.00	5.000%	\$28,230.50		10/1/2027	Assured	6/30/2028	-	\$702,815.00	5.000%	\$17,570.38	
4/1/20	Assured	6/30/20	-	\$1,129,220.00	5.000%	\$28,230.50		4/1/2028	Assured	6/30/2028	-	\$702,815.00	5.000%	\$17,570.38	
10/1/20	Assured	6/30/21	-	\$1,129,220.00	5.000%	\$28,230.50		Total				\$2,617,380.00		\$1,643,820.75	
4/1/21	Assured	6/30/21	-	\$1,129,220.00	5.000%	\$28,230.50									
10/1/21	Assured	6/30/22	-	\$1,129,220.00	5.000%	\$28,230.50									
4/1/22	Assured	6/30/22	-	\$1,129,220.00	5.000%	\$28,230.50									
10/1/22	Assured	6/30/23	-	\$1,129,220.00	5.000%	\$28,230.50									
4/1/2023	Assured	6/30/2023	\$550,855.00	\$578,365.00	5.000%	\$28,230.50									
10/1/2023	Assured	6/30/2024	-	\$578,365.00	5.000%	\$14,459.13									
4/1/2024	Assured	6/30/2024	\$578,365.00	-	5.000%	\$14,459.13									
10/1/2024	Assured	6/30/2025	-	-	5.000%	\$14,459.13									
Total				\$1,129,220.00		\$537,067.25		Total							

## EXHIBIT D

### FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the "Undertaking") is executed and delivered by the City of Detroit, County of Wayne, State of Michigan (the "City") in connection with bonds issued by the City, purchased or to be purchased with funds from the Michigan Finance Authority Local Government Loan Program Revenue Bonds, Series [2014], of the Type designated City of Detroit Unlimited Tax General Obligation Local Project Bonds (the "Local Project Municipal Obligations") by the Michigan Finance Authority (the "MFA"). The City covenants and agrees for the benefit of the Bondholders, as hereinafter defined, as follows:

- (a) *Definitions.* The following terms used herein shall have the following meanings:

"Audited Financial Statements" means the annual audited financial statement pertaining to the City prepared by an individual or firm of independent certified public accountants as required by Act 2, Public Acts of Michigan, 1968, as amended, which presently requires preparation in accordance with generally accepted accounting principles.

"Bondholders" shall mean the MFA and the registered owner of any MFA Bond or any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any MFA Bond (including any person holding an MFA Bond through a nominee, depository or other intermediary), or (b) is treated as the owner of any MFA Bond for federal income tax purposes.

"EMMA" shall mean the MSRB's Electronic Municipal Market Access System or such other system, Internet Web Site, or repository hereafter prescribed by the MSRB for the submission of electronic filings pursuant to the Rule.

"MFA Bond" means any bond issued by the MFA which is secured in whole or in part by payments to be received on the Local Project Municipal Obligations.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means Rule 15c2-12 promulgated by the SEC pursuant to the Securities Exchange Act of 1934, as amended.

"SEC" means the United States Securities and Exchange Commission.

(b) *Continuing Disclosure.* The City hereby agrees, in accordance with the provisions of the Rule, to provide or cause to be provided to the MSRB through EMMA no later than 270 days after the end of its fiscal year the following annual financial information and operating data, commencing with the fiscal year ended June 30, 20\_\_ in an electronic format as prescribed by the MSRB, the Audited Financial Statements and updates of certain financial and operating data of the City appearing under the headings and tables in the Official Statement of

the MFA dated \_\_\_\_\_, 2014 relating to the MFA Bonds as follows: [Tables 1 through 32, inclusive, and 42 in Appendix II to the Official Statement (“Annual Financial Information”).]

If the fiscal year of the City is changed, the City shall send notice of such change to the MSRB through EMMA prior to the earlier of the ending date of the fiscal year prior to such change or the ending date of the fiscal year as changed.

In the event that the Audited Financial Statements are not available by the date specified above, they will be provided when available and Unaudited Financial Statements will be filed by such date and the Audited Financial Statements will be filed as soon as available.

Such annual financial information and operating data described above are expected to be provided directly by the City by specific reference to documents available to the public through EMMA or filed with the SEC.

(c) *Notice of Failure to Disclose.* The City agrees to provide or cause to be provided, in a timely manner, to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, notice of a failure by the City to provide the annual financial information with respect to the City described in subsection (b) above on or prior to the dates set forth in subsection (b) above.

(d) *Occurrence of Events.* The City agrees to provide or cause to be provided to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events listed in (b)(5)(i)(C) of the Rule with respect to the Local Project Municipal Obligations:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Local Project Municipal Obligations, or other material events affecting the tax status of the Local Project Municipal Obligations;
- (7) modifications to rights of Bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the Local Project Municipal Obligations, if material;
- (11) rating changes;

- (12) bankruptcy, insolvency, receivership or similar event of the City, which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City;
- (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; or
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(e) *Materiality Determined Under Federal Securities Laws.* The City agrees that its determination of whether any event listed in subsection (d) is material shall be made in accordance with federal securities laws.

(f) *Termination of Reporting Obligation.* The City reserves the right to terminate their obligation to provide annual financial information and notices of material events, as set forth above, if and when the City is no longer an "obligated person" with respect to the MFA Bonds within the meaning of the Rule, including upon legal defeasance of all MFA Bonds.

(g) *Identifying Information.* All documents provided to the MSRB through EMMA shall be accompanied by the identifying information prescribed by the MSRB.

(h) *Benefit of Bondholders.* The City agrees that its undertaking pursuant to the Rule set forth in this Section is intended to be for the benefit of the Bondholders and shall be enforceable by any Bondholder; provided that, the right to enforce the provisions of this undertaking shall be limited to a right to obtain specific enforcement of the City's obligations hereunder and any failure by the City to comply with the provisions of this undertaking shall not constitute a default or an event of default with respect to the Bonds.

(i) *Amendments to the Undertaking.* Amendments may be made in the specific types of information provided or the format of the presentation of such information to the extent deemed necessary or appropriate in the judgment of the City, provided that the City agrees that any such amendment will be adopted procedurally and substantively in a manner consistent with the Rule, including any interpretations thereof by the SEC, which, to the extent applicable, are incorporated herein by reference. Such interpretations currently include the requirements that (a)

the amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City or the type of activities conducted thereby, (b) the undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the MFA Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and (c) the amendment does not materially impair the interests of Bondholders, as determined by parties unaffiliated with the City (such as independent legal counsel), but such interpretations may be changed in the future. If the accounting principles to be followed by the City in the preparing of the Audited Financial Statements are modified, the annual financial information for the year in which the change is made shall present a comparison between the financial statements as prepared on the prior basis and the statements as prepared on the new basis, and otherwise shall comply with the requirements of the Rule, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. A notice of the change in accounting principles shall be sent to the MSRB through EMMA.

(j) *Municipal Advisory Council of the State of Michigan.* The City shall also file by electronic or other means any information or notice required to be filed with the MSRB through EMMA pursuant to this Undertaking in a timely manner with the Municipal Advisory Council of the State of Michigan.

CITY OF DETROIT  
County of Wayne  
State of Michigan

By \_\_\_\_\_  
Its: Finance Director

Dated: \_\_\_\_\_, 2014

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7/23/14 7:57 AM

Exhibit C

ANNUAL CERTIFICATION OF IMPOSITION OF DEBT MILLAGE LEVY

Exhibit C  
ANNUAL CERTIFICATION OF IMPOSITION OF DEBT MILLAGE LEVY

## Millage Calculation

Numerator	
Fiscal Year 2015 Interest	\$ 24,753,181
Fiscal Year 2015 Principal	\$ 37,795,000
Projected Bond Sales - Current Year (Interest)	\$ -
Projected Bond Sales - Current Year (Principal)	\$ -
Projected Bond Sales - Next Year (Interest)	\$ -
Projected Bond Sales - Next Year (Principal)	\$ -
<b>Fiscal Year 2015 Debt Service</b>	<b>\$ 62,548,181</b>
Prior Year 2010E BAB Federal Tax Rebates	\$ 3,351,142
Prior Year Real Property Tax Overcollection / (Undercollection)	\$ -
Prior Year Personal Property Tax Overcollection / (Undercollection)	\$ -
Earnings in Escrow Account	\$ -
Change in Escrow Account Funding Balance	\$ -
<b>Total Adjustments</b>	<b>\$ 3,351,142</b>
<b>Tax Levy Requirement</b>	<b>\$ 59,197,039</b>

Denominator	
Total Net Tax Base	\$ 6,025,940,795

Millage	
Tax Rate	0.0098237
Tax Rate (per \$1000 valuation)	9.8237

Chief Financial Officer  
City of Detroit

Date

**Exhibit D**

**FORM OF SETTLEMENT ESCROW AGREEMENT**

D-1

AFDOCS/10855025.6

CLI-2220387v14

## SETTLEMENT ESCROW AGREEMENT

THIS SETTLEMENT ESCROW AGREEMENT (the "Agreement" or "Settlement Escrow Agreement"), is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2014, made by and among the City of Detroit, County of Wayne, State of Michigan (the "City"), Ambac Assurance Corporation ("Ambac"), Assured Guaranty Municipal Corp. and Assured Guaranty Corp. (together, "Assured"), and National Public Finance Guarantee Corporation ("NPFG"), and U. S. Bank National Association, Detroit, Michigan (in such capacity, the "Settlement Escrow Trustee"). In this Agreement, each of the City, Ambac, Assured, NPFG and the Settlement Escrow Trustee is referred to individually as a "Party"; Ambac, Assured, and NPFG (including their successors and assigns) are referred to collectively as the "Bond Insurers"; and the City, the Settlement Escrow Trustee and the Bond Insurers are referred to collectively as the "Parties."

Capitalized terms not otherwise defined herein shall have the meaning set forth in the UTGO Settlement Agreement (defined herein).

### WITNESSETH:

WHEREAS, the City and the Bond Insurers have heretofore entered into a Settlement Agreement, dated XX (the "UTGO Settlement Agreement") to consensually resolve their dispute under or in respect of the Prior UTGO Bonds, the Assured/NPFG Action, the AMBAC Action as it relates to the Prior UTGO Bonds, and the UTGO Claims, all arising out of a petition for relief filed by the City pursuant to Chapter 9 of title 11 of the United States Code in the United States Bankruptcy Court for the Eastern District of Michigan;

WHEREAS, if the Effective Date of the Plan does not occur on or prior to September 30, 2014, for any reason other than proximately by reason of the actions or positions taken by any of the Bond Insurers, or their failure to support the Plan as described in Section 3.1 of the UTGO Settlement Agreement, solely in their capacity as the insurers of the Prior UTGO Bonds and not in any other capacity (including, for the avoidance of doubt in their capacity as insurers of any other obligations of the City), the City will be obligated to pay into an escrow to be established with the Settlement Escrow Trustee under this Agreement the October 2014 scheduled interest debt service payment that would otherwise be made on the Restructured UTGO Bonds as if the transaction contemplated by the UTGO Settlement Agreement (other than the MFA Bond issuance) had closed (the "Pro Forma Restructured UTGO Bonds"), and any pro rata payments of principal and interest due thereafter, as further described in Section 2.8 of the UTGO Settlement Agreement and herein;

WHEREAS, the City has executed the Debt Millage Escrow Agreement pursuant to which the City will be required, as of the Effective Date, to segregate and deposit the UTGO Tax Levy with the Debt Millage Escrow Trustee;

NOW, THEREFORE, in consideration of the mutual undertakings, provisions and agreements herein contained, the sufficiency of which are hereby acknowledged, and in order to provide for the payment of the Pro Forma Restructured UTGO Bonds should the Effective Date

not occur on or prior to September 30, 2014, and to secure the performance and observance of the conditions and covenants herein set forth and for other valuable consideration, the receipt of which is hereby acknowledged, the City covenants and agrees with the Settlement Escrow Trustee and the Bond Insurers as follows:

**ARTICLE I.**  
**ESTABLISHMENT OF FUNDS AND ACCOUNTS**

Section 101 Establishment of Settlement Escrow Fund. There is hereby created and established with the Settlement Escrow Trustee, pursuant to Order No. \_\_\_\_ and this Agreement, a single and common trust fund designated the "Settlement Escrow Fund" (the "**Settlement Escrow Fund**").

Section 102 Deposits to the Settlement Escrow Fund.

(a) If the Effective Date of the Plan does not occur on or prior to September 30, 2014 for any reason other than proximately by reason of the actions or positions taken by any of the Bond Insurers, or their failure to support the Plan as described in Section 3.1 of the UTGO Settlement Agreement, solely in their capacity as the insurers of the Prior UTGO Bonds and not in any other capacity (including, for the avoidance of doubt in their capacity as insurers of any other obligations of the City), the City shall pay the Settlement Escrow Trustee, from Debt Millage Revenues, for deposit into the Settlement Escrow Fund the October 2014 scheduled interest debt service payment with respect to the Pro Forma Restructured UTGO Bonds, as shown on Exhibit A, and any pro rata payments of principal and interest due thereafter, as shown on Exhibit A, as if the transaction contemplated by the UTGO Settlement Agreement (other than the MFA Bond issuance) had closed. Any such monies in the Settlement Escrow Fund which would have been payable on October 1, 2014 shall be released to the Bond Insurers on the Effective Date of the Plan. Any other monies then on deposit in the Settlement Escrow Fund shall be transferred on the Effective Date to the Debt Millage Escrow Trustee for deposit in the 2014 UTGO Municipal Obligation Subaccount in the 2014 UTGO Bonds Account established pursuant to the Debt Millage Escrow Agreement.

(b) If the Plan is not effective by March 31, 2015, and the Bankruptcy Court has issued an Approval Order (that is not stayed pending appeal) approving the settlement embodied in the UTGO Settlement Agreement, the monies in the Settlement Escrow Fund will be released and paid to the Bond Insurers in the amounts shown in Exhibit A for each prior interest payment date and the City shall make, or shall cause the Debt Millage Escrow Trustee to make, all subsequent debt service payments on each interest date payment (as shown on Exhibit A) directly to the paying agent for the Prior UTGO Bonds. If an Approval Order is entered but is subject to a stay pending appeal, the City shall continue to pay into the Settlement Escrow Fund the scheduled debt service on the Pro Forma Restructured UTGO Bonds as shown on Exhibit A for so long as such stay remains in effect, and, as soon as such order is no longer subject to stay, shall thereafter apply all monies in the Settlement Escrow Fund first, to immediately reimburse the Bond Insurers for payments of principal and interest made on and after October 1, 2014 with respect to the Prior UTGO Bonds, and thereafter to make payments directly to the Paying Agent for the UTGO Bonds.

(c) Notwithstanding the foregoing, if any Bond Insurer shall have defaulted in its obligation to make payments under its respective Bond Insurance Policy or Policies, any payment required to be made to such Bond Insurer shall be made to the holders of the Prior UTGOs at the direction of the City but only to the extent of any uncured failure or shortfall in the Bond Insurer's payment.

Section 103 Partial Payments; Accounting.

(a) If on any interest payment date amounts held in the Settlement Escrow Fund are less than the amounts due with respect to all Pro Forma Restructured UTGO Bonds (as shown on Exhibit A), such payments shall distributed pro rata based upon the aggregate amount payable to each Bond Insurer. If the City fails to deposit into the Settlement Escrow Fund, or to otherwise pay to the Bond Insurers or holders of the Prior UTGO the amounts required by this Agreement, any deficiencies shall be paid into the Settlement Escrow Fund from the first available amounts of the Aggregate UTGO Tax Levy as provided for in Section 2.4(b)(i) of the UTGO Settlement Agreement, and shall be distributed to, or at the direction of the Bond Insurers, pro rata, as soon as practicable (subject to Section 102(b)) hereof.

(b) The Settlement Escrow Trustee shall keep and maintain a record showing each deposit into the Settlement Escrow Fund, and all transfers of funds made therefrom, which shall be provided to any Bond Insurer upon request.

(c) Any payment to a Bond Insurer shall be paid by wire transfer in immediately available funds into the accounts as shown in Section 501.

**ARTICLE II.**  
**INVESTMENT OF FUNDS**

Section 201 Permitted Investments. All money held by the Settlement Escrow Fund, without the need for further direction by the City, shall be invested by the Settlement Escrow Trustee in accordance with written instructions from the City in mutual funds registered under the investment company act of 1940, title I of chapter 686, 54 Stat. 789, 15 USC 80a-1 to 80a-3 and 80a-4 to 80a-64, that are at the time of purchase within the highest classification established by not less than two standard rating services and so long as the portfolio of such mutual funds is limited to bonds, and other obligations on which the full and timely payment of principal and interest is unconditionally guaranteed by the full faith and credit of the United States. All investments shall mature or be redeemable at the option of the holder no later than the next interest payment date on the Pro Forma Restructured UTGO Bonds. In the absence of any written direction delivered to the Settlement Escrow Trustee by the City, the Settlement Escrow Trustee shall hold funds uninvested. The Settlement Escrow Trustee shall be entitled to rely on any written direction from the City as to the suitability and legality of the directed investment.

**ARTICLE III.**  
**THE SETTLEMENT ESCROW TRUSTEE**

Section 301 Powers and Duties of Settlement Escrow Trustee. (a) The Settlement Escrow Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees, and shall be entitled to act upon the opinion or advice of its counsel concerning all matters hereof, and may in all cases be reimbursed hereunder for reasonable compensation paid to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trust hereof. The Settlement Escrow Trustee may act upon an opinion of counsel and shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion of counsel.

(b) The Settlement Escrow Trustee shall not be responsible for any recital herein, or for the validity of the execution by the City of this Settlement Escrow Agreement, or of any supplements thereto or instruments of further assurance, or for the validity or sufficiency of, or filing of documents related to the security for the Prior UTGO Bonds intended to be secured hereby.

(c) The Settlement Escrow Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Settlement Escrow Agreement.

(d) The Settlement Escrow Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper person or persons.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Settlement Escrow Trustee shall be entitled to rely upon a certificate believed in good faith to be genuine and correct, signed on behalf of the City or a Bond Insurer by an authorized officer of the City or Bond Insurer, as the case may be, as sufficient evidence of the facts therein contained. The Settlement Escrow Trustee may also accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(f) The permissive right of the Settlement Escrow Trustee to do things enumerated in this Settlement Escrow Agreement, as amended, shall not be construed as a duty, and the Settlement Escrow Trustee shall not be answerable for other than its gross negligence or willful misconduct. The immunities and exceptions from liability of the Settlement Escrow Trustee shall extend to its officers, directors, employees and agents.

(g) The Settlement Escrow Trustee shall not be required to give any note or surety in respect to the execution of its rights and obligations hereunder.

(h) All moneys received by the Settlement Escrow Trustee shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purpose for which they

were received, but need not be segregated from other funds except to the extent required by this Settlement Escrow Agreement, as amended, or by law. The Settlement Escrow Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(i) The Settlement Escrow Trustee shall not be under any obligation to initiate any suit or to take any remedial proceeding under this Settlement Escrow Agreement or to take any steps in the execution of the trusts created by this Settlement Escrow Agreement or in the enforcement of any rights and powers under this Settlement Escrow Agreement until it has been indemnified to its satisfaction against any and all fees, costs and expenses and other reasonable disbursements and against all liability.

(j) The Settlement Escrow Trustee shall have no responsibility or liability with respect to any information, statement or recital in any official statement, offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Prior UTGO Bonds, except for liability for its own gross negligence or willful misconduct.

(k) The Settlement Escrow Trustee may become the holder of any of the Prior UTGO Bonds with the same rights it would have if it were not Settlement Escrow Trustee, and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of holders, whether or not such committee shall represent the holders of a majority in principal amount of any of the Prior UTGO Bonds of such series then outstanding.

(l) The Settlement Escrow Trustee shall not be liable for any error of judgment made in good faith by any of its officers, employees, agents or representatives, unless it shall be proved that the Settlement Escrow Trustee was negligent in ascertaining the pertinent facts.

(m) The Settlement Escrow Trustee has no obligation or liability to the holders for the payment of interest on, principal of or redemption premium, if any, with respect to the Prior UTGO Bonds from its own funds; but rather the Settlement Escrow Trustee's obligations shall be limited to the performance of its duties hereunder.

(n) Whether or not therein expressly so provided, every provision of this Agreement or related documents, relating to the conduct or affecting the liability of or affording protection to the Settlement Escrow Trustee shall be subject to the provisions of this Article.

Section 302 Fees and Expenses of Settlement Escrow Trustee. (a) The Settlement Escrow Trustee shall be entitled to reasonable and customary fees for services rendered under this Agreement, as amended, and shall be reimbursed for all expenses reasonably incurred in connection with such services. Such fees and expenses shall be payable by the City and shall be determined in accordance with the Fee Schedule attached as Exhibit E of this Agreement or as otherwise may be agreed to by the City and the Settlement Escrow Trustee. The Settlement Escrow Trustee shall not have a lien for the payment of its fees and expenses upon any of the money deposited with it in accordance with this Agreement.

(b) The City shall be liable for all fees, expenses, charges, losses, costs, liabilities and damages (including reasonable attorneys' or other professional fees) incurred by the Settlement

Escrow Trustee pursuant to this Agreement except for those which are adjudicated to have resulted from the gross negligence or willful misconduct of the Settlement Escrow Trustee, and shall pay such amounts to or at the direction of the Settlement Escrow Trustee.

Section 303 Resignation; Appointment of Successor Settlement Escrow Trustee; Successor Settlement Escrow Trustee Upon Merger, Consolidation or Sale. (a) The Settlement Escrow Trustee and any successor Settlement Escrow Trustee may resign only upon giving 60 days' prior written notice to the City and the Bond Insurers. Such resignation shall take effect only upon the appointment of a successor Settlement Escrow Trustee and the acceptance of such appointment by the successor Settlement Escrow Trustee. Upon appointment of a successor Settlement Escrow Trustee, the resigning Settlement Escrow Trustee shall, after payment of its fees, costs and expenses, assign all of its right, title and interest in the Settlement Escrow Fund, and transfer and assign its right, title and interest in the Settlement Escrow Agreement to the successor Settlement Escrow Trustee. The successor Settlement Escrow Trustee shall meet the requirements of Section 303(b) below and shall accept in writing its duties and responsibilities hereunder and file such acceptance with the City.

(b) In case the Settlement Escrow Trustee shall give notice of resignation or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public office or offices, or of a receiver appointed by a court, a successor may be appointed by the Bond Insurers, with the prior written consent of the City (to the extent that no breach by the City of any material agreement or covenant, i.e. an "Event of Default," shall have occurred and be continuing under this Settlement Escrow Agreement, written notice of which has been provided by the Bond Insurers to the City and the Settlement Escrow Trustee), which consent shall not be unreasonably be withheld. Every such Settlement Escrow Trustee appointed pursuant to the provisions of this Section 303(b) (i) shall at all times be a bank having trust powers or a trust company, (ii) shall at all times be organized and doing business under the laws of the United States of America or of any state, (iii) shall have, or be wholly owned by an entity having, a combined capital and surplus of at least \$75,000,000, (iv) shall be authorized under such laws to exercise corporate trust powers, and (v) shall be subject to supervision or examination by federal or state authority.

(c) Any corporation or association into which the Settlement Escrow Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, provided such company shall be eligible under Section 303(b) hereof, shall be and become successor Settlement Escrow Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 304 Removal of Settlement Escrow Trustee. The Settlement Escrow Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Settlement Escrow Trustee signed by the City and by all of the Bond Insurers. No removal of the Settlement Escrow Trustee and no appointment of a successor Settlement Escrow Trustee

shall become effective until the successor Settlement Escrow Trustee has accepted its appointment. Upon such removal and the payment of its fees, costs and expenses, the Settlement Escrow Trustee shall assign to the successor Settlement Escrow Trustee all of its right, title and interest in the Trust Estate.

**ARTICLE IV.**  
**MISCELLANEOUS**

Section 401 Notices; Payment Accounts. Except as other provided, all notices, certificates, requests, complaints, demands or other communications under this Agreement shall be deemed sufficiently given when sent by first class mail or overnight mail postage prepaid, addressed as follows:

If to the City, to:	City of Detroit Coleman A. Young Municipal Center 2 Woodward Avenue, Suite 1126 Detroit MI 48226 Attention: Chief Financial Officer
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If to the Settlement Escrow Trustee, to:	[U.S. Bank National Association 535 Griswold, Suite 550 Detroit, Michigan 48226 Attention: Corporate Trust Services]
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If to the Bond Insurers, to:	Ambac Assurance Corporation One State Street Plaza New York, New York 10004 Attention: Surveillance Department and General Counsel's Office
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Assured Guaranty Municipal Corp and  
Assured Guaranty Corp.  
31 West 52<sup>nd</sup> Street  
New York, NY 10019  
Attention: Kevin J. Lyons  
Attention: Terence Workman

National Public Finance Guarantee Corporation  
113 King Street  
Armonk, NY 10504  
Attention: Kenneth Epstein and William J. Rizzo

The City and the Settlement Escrow Trustee may, by giving notice hereunder, in writing, designate any further or different addresses to which subsequent notices, certificates, requests, complaints, demands or other communications hereunder shall be sent.

All payments to the Bond Insurers shall be made by wire transfer to the following accounts, unless otherwise changed by any Bond Insurer by written notice to the Escrow Agent:

[TO COME]

Section 402 Termination. This Agreement shall terminate following delivery of written direction from the City and the Bond Insurers to the Settlement Escrow Trustee to so terminate, together with written notice that all fees owed to the Settlement Escrow Trustee have been paid in full. Upon termination of this Agreement, any money remaining on deposit in the funds and accounts created and established hereunder shall be paid to the City.

Section 403 Amendments. This Agreement shall only be amended by the written agreement of all Parties.

Section 404 Severability. If any one or more sections, clauses or provisions of this Settlement Escrow Agreement shall be determined by a court of competent jurisdiction to be invalid or ineffective for any reason, such determination shall in no way affect the validity and effectiveness of the remaining sections, clauses and provisions of the Agreement.

Section 405 Headings. Any headings shall be solely for convenience of reference and shall not constitute a part of the Agreement, nor shall they affect its meaning, construction or effect.

Section 406 Settlement Escrow Agreement Executed in Counterparts. This Settlement Escrow Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and such counterparts together shall and will constitute one and the same instrument.

Section 407 Parties Interested Herein. Nothing in this Settlement Escrow Agreement expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Settlement Escrow Trustee, the City and the Bond Insurers any right, remedy or claim under or by reason of this Settlement Escrow Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Agreement on behalf of the City shall be for the sole and exclusive benefit of the Settlement Escrow Trustee, the City, and the Bond Insurers.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth above.

CITY OF DETROIT

By \_\_\_\_\_  
Kevyn D. Orr  
Its: Emergency Manager

AMBAC ASSURANCE CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

ASSURED GUARANTY CORP.

By: \_\_\_\_\_  
Name:  
Title:

ASSURED GUARANTY MUNICIPAL CORP.

By: \_\_\_\_\_  
Name:  
Title:

NATIONAL PUBLIC FINANCE GUARANTEE CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

U. S. BANK NATIONAL ASSOCIATION,  
as Escrow Trustee

By \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**  
**RESTRUCTURED UTGO BONDS DEBT SERVICE REQUIREMENTS**  
**AND APPLICABLE BOND INSURER**

## UTGO Series 2014 DSA Fourth Lien Restructured Bonds - Debt Service

[illegible]

**\* Subject to Mandatory Redemption**

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\* Subject to Mandatory Redemption

# UTGO Series 2014 DSA Fourth Lien Restructured Bonds - Debt Service

CUSIP	Maturity Date	Rate	Principal	Insurer	Interest												Total Interest	Total Principal & Interest	
					10/1/21	4/1/22	10/1/22	4/1/23	10/1/23	4/1/24	10/1/24	4/1/25	10/1/25	4/1/26	10/1/26	4/1/27			10/1/27
2004-B(1)																			
UT2004B(1)32P8	4/1/15	5.000%	\$7,538,575.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$376,928.75	\$7,915,503.75
UT2004B(1)32Q6	4/1/16	5.250%	\$7,912,245.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$830,785.73	\$8,743,030.73
UT2004B(1)32R4	4/1/17	4.000%	\$265,045.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$31,805.40	\$296,850.40
UT2004B(1)32S2	4/1/17	5.250%	\$8,064,320.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,270,130.40	\$9,334,450.40
UT2004B(1)32T0	4/1/18	5.250%	\$1,738,000.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$364,980.00	\$2,102,980.00
			\$25,518,185.00		-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,874,830.28	\$28,392,815.28
2004-B(2)																			
UT2004B(2)32X1	4/1/19	5.240%	\$499,675.00	Ambac	-	-	-	-	-	-	-	-	-	-	-	-	-	\$60,790.03	\$560,465.03
2005-B																			
UT2005B32G53	4/1/15	5.000%	\$1,990,010.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$99,500.50	\$2,089,510.50
UT2005B32G61	4/1/16	5.000%	\$2,089,945.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$208,994.50	\$2,298,939.50
UT2005B32G79	4/1/17	4.300%	\$2,189,880.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$282,494.52	\$2,472,374.52
UT2005B32G87	4/1/18	5.000%	\$2,289,815.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$457,963.00	\$2,747,778.00
UT2005B32G95	4/1/19	5.000%	\$2,402,785.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$600,696.25	\$3,003,481.25
UT2005B32H29	4/1/20	5.000%	\$4,345,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,303,500.00	\$5,648,500.00
UT2005B32H37	4/1/21	5.000%	\$4,345,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,520,750.00	\$5,865,750.00
UT2005B32H45	4/1/22	5.000%	\$4,345,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,738,000.00	\$6,083,000.00
UT2005B32H52	4/1/23	5.000%	\$4,345,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,955,250.00	\$6,300,250.00
UT2005B32H60	4/1/24	5.000%	\$4,345,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,172,500.00	\$6,517,500.00
UT2005B32H78	4/1/25	5.000%	\$4,345,000.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,389,750.00	\$6,734,750.00
			\$37,032,435.00		\$434,500.00	\$434,500.00	\$325,875.00	\$325,875.00	\$217,250.00	\$217,250.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$108,625.00	\$12,729,398.77	\$49,761,833.77
2005-C																			
UT2005C32J92	4/1/15	5.000%	\$2,003,045.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$100,152.25	\$2,103,197.25
UT2005C32K25	4/1/16	5.000%	\$2,107,325.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$210,732.50	\$2,318,057.50
UT2005C32K33	4/1/17	4.300%	\$2,211,605.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$285,297.05	\$2,496,902.05
UT2005C32K41	4/1/18	5.000%	\$2,285,470.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$457,094.00	\$2,742,564.00
UT2005C32K58	4/1/19	5.250%	\$2,376,715.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$623,887.69	\$3,000,602.69
UT2005C32K66	4/1/20	5.250%	\$2,507,065.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$789,725.48	\$3,296,790.48
			\$13,491,225.00		-	-	-	-	-	-	-	-	-	-	-	-	-	\$2,466,888.96	\$15,958,113.96
2008-A																			
UT2008A32M56	4/1/15	5.000%	\$2,498,375.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$124,918.75	\$2,623,293.75
UT2008A32M64	4/1/16	5.000%	\$2,620,035.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$262,003.50	\$2,882,038.50
UT2008A32M72	4/1/17	5.000%	\$2,754,730.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$413,209.50	\$3,167,939.50
UT2008A32M80	4/1/18	4.000%	\$2,889,425.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$462,308.00	\$3,351,733.00
UT2008A32M98	4/1/19	5.000%	\$3,006,740.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$751,685.00	\$3,758,425.00
UT2008A32N22	4/1/20	5.000%	\$3,154,470.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$946,341.00	\$4,100,811.00
UT2008A32N30	4/1/21	5.000%	\$3,315,235.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,160,332.25	\$4,475,567.25
UT2008A32N38	4/1/22	5.000%	\$3,480,345.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,392,138.00	\$4,872,483.00
UT2008A32N55	4/1/24	5.000%	\$7,490,780.00	* Assured	\$87,008.63	\$87,008.63	\$187,269.50	\$187,269.50	\$95,915.88	\$95,915.88	\$434,065.50	\$434,065.50	\$434,065.50	\$434,065.50	\$434,065.50	\$227,569.38	\$116,554.63	\$1,053,462.75	\$28,267,049.25
UT2008A32N63	4/1/28	5.000%	\$7,562,620.00	* Assured	\$434,065.50	\$434,065.50	\$187,269.50	\$187,269.50	\$95,915.88	\$95,915.88	\$434,065.50	\$434,065.50	\$434,065.50	\$434,065.50	\$434,065.50	\$227,569.38	\$116,554.63	\$19,980,048.00	\$68,552,803.00
			\$48,572,755.00		\$708,343.63	\$708,343.63	\$621,335.00	\$621,335.00	\$529,981.38	\$529,981.38	\$444,065.50	\$444,065.50	\$333,370.13	\$333,370.13	\$333,370.13	\$227,569.38	\$116,554.63	\$19,980,048.00	\$68,552,803.00
2008-B(1)																			
UT2008B(1)32P53	4/1/15	5.000%	\$6,925,930.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$346,296.50	\$7,272,226.50
UT2008B(1)32P61	4/1/16	5.000%	\$2,989,360.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$298,936.00	\$3,288,296.00
UT2008B(1)32P79	4/1/17	5.000%	\$3,111,020.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$466,653.00	\$3,577,673.00
UT2008B(1)32P87	4/1/18	5.000%	\$3,293,510.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$658,702.00	\$3,952,212.00
			\$16,319,820.00		-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,770,587.50	\$18,090,407.50
2008-B(2)																			
UT2008B(2)32P53	4/1/15	5.000%	\$6,925,930.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$346,296.50	\$7,272,226.50
UT2008B(2)32P61	4/1/16	5.000%	\$2,989,360.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$298,936.00	\$3,288,296.00
UT2008B(2)32P79	4/1/17	5.000%	\$3,111,020.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$466,653.00	\$3,577,673.00
UT2008B(2)32P87	4/1/18	5.000%	\$3,293,510.00	Assured	-	-	-	-	-	-	-	-	-	-	-	-	-	\$658,702.00	\$3,952,212.00
			\$16,319,820.00		-	-	-	-	-	-	-	-	-	-	-	-	-	\$1,770,587.50	\$18,090,407.50
			\$287,560,790.00		\$1,899,608.47	\$1,899,608.47	\$1,378,700.00	\$1,378,700.00	\$920,090.68	\$920,090.68	\$542,690.50	\$542,690.50	\$333,370.13	\$333,370.13	\$333,370.13	\$227,569.38	\$116,554.63	\$80,881,991.64	\$368,442,781.64

# UTGO Series 2014 DSA Fourth Lien Restructured Bonds - Debt Service

## Bond Series Subject to Mandatory Redemption

Issuance: 2004-B(2)							Issuance: 2008-A							
CUSIP 251093ZX1							CUSIP 251093N63							
Date	Insurer	Fiscal Year	Mandatory Redemption Amounts	Outstanding	Rate	Interest	Date	Insurer	Fiscal Year	Mandatory Redemption Amounts	Outstanding	Rate	Interest	
10/1/14	Ambac	6/30/15	-	\$499,675.00	5.240%	\$13,091.49	10/1/14	Assured	6/30/15	-	\$17,362,620.00	5.000%	\$434,065.50	
4/1/15	Ambac	6/30/15	\$134,695.00	\$364,980.00	5.240%	\$13,091.49	4/1/15	Assured	6/30/15	-	\$17,362,620.00	5.000%	\$434,065.50	
10/1/15	Ambac	6/30/16	-	\$364,980.00	5.240%	\$9,562.48	10/1/15	Assured	6/30/16	-	\$17,362,620.00	5.000%	\$434,065.50	
4/1/16	Ambac	6/30/16	\$143,385.00	\$221,595.00	5.240%	\$9,562.48	4/1/16	Assured	6/30/16	-	\$17,362,620.00	5.000%	\$434,065.50	
10/1/16	Ambac	6/30/17	-	\$221,595.00	5.240%	\$5,805.79	10/1/16	Assured	6/30/17	-	\$17,362,620.00	5.000%	\$434,065.50	
4/1/17	Ambac	6/30/17	\$147,730.00	\$73,865.00	5.240%	\$5,805.79	4/1/17	Assured	6/30/17	-	\$17,362,620.00	5.000%	\$434,065.50	
10/1/17	Ambac	6/30/18	-	\$73,865.00	5.240%	\$1,935.26	10/1/17	Assured	6/30/18	-	\$17,362,620.00	5.000%	\$434,065.50	
4/1/18	Ambac	6/30/18	\$73,865.00	-	5.240%	\$1,935.26	4/1/18	Assured	6/30/18	-	\$17,362,620.00	5.000%	\$434,065.50	
Total						\$60,790.03	Total						\$17,362,620.00	\$116,554.63
Issuance: 2008-A													\$10,904,429.25	
CUSIP 251093N55														
Date	Insurer	Fiscal Year	Mandatory Redemption Amounts	Outstanding	Rate	Interest	Date	Insurer	Fiscal Year	Mandatory Redemption Amounts	Outstanding	Rate	Interest	
10/1/14	Assured	6/30/15	-	\$7,490,780.00	5.000%	\$187,269.50	10/1/14	Assured	6/30/15	-	\$17,362,620.00	5.000%	\$434,065.50	
4/1/15	Assured	6/30/15	-	\$7,490,780.00	5.000%	\$187,269.50	4/1/15	Assured	6/30/15	-	\$17,362,620.00	5.000%	\$434,065.50	
10/1/15	Assured	6/30/16	-	\$7,490,780.00	5.000%	\$187,269.50	10/1/15	Assured	6/30/16	-	\$17,362,620.00	5.000%	\$434,065.50	
4/1/16	Assured	6/30/16	-	\$7,490,780.00	5.000%	\$187,269.50	4/1/16	Assured	6/30/16	-	\$17,362,620.00	5.000%	\$434,065.50	
10/1/16	Assured	6/30/17	-	\$7,490,780.00	5.000%	\$187,269.50	10/1/16	Assured	6/30/17	-	\$17,362,620.00	5.000%	\$434,065.50	
4/1/17	Assured	6/30/17	-	\$7,490,780.00	5.000%	\$187,269.50	4/1/17	Assured	6/30/17	-	\$17,362,620.00	5.000%	\$434,065.50	
10/1/17	Assured	6/30/18	-	\$7,490,780.00	5.000%	\$187,269.50	10/1/17	Assured	6/30/18	-	\$17,362,620.00	5.000%	\$434,065.50	
4/1/18	Assured	6/30/18	-	\$7,490,780.00	5.000%	\$187,269.50	4/1/18	Assured	6/30/18	-	\$17,362,620.00	5.000%	\$434,065.50	
10/1/18	Assured	6/30/19	-	\$7,490,780.00	5.000%	\$187,269.50	10/1/18	Assured	6/30/19	-	\$17,362,620.00	5.000%	\$434,065.50	
4/1/19	Assured	6/30/19	-	\$7,490,780.00	5.000%	\$187,269.50	4/1/19	Assured	6/30/19	-	\$17,362,620.00	5.000%	\$434,065.50	
10/1/19	Assured	6/30/20	-	\$7,490,780.00	5.000%	\$187,269.50	10/1/19	Assured	6/30/20	-	\$17,362,620.00	5.000%	\$434,065.50	
4/1/20	Assured	6/30/20	-	\$7,490,780.00	5.000%	\$187,269.50	4/1/20	Assured	6/30/20	-	\$17,362,620.00	5.000%	\$434,065.50	
10/1/20	Assured	6/30/21	-	\$7,490,780.00	5.000%	\$187,269.50	10/1/20	Assured	6/30/21	-	\$17,362,620.00	5.000%	\$434,065.50	
4/1/21	Assured	6/30/21	-	\$7,490,780.00	5.000%	\$187,269.50	4/1/21	Assured	6/30/21	-	\$17,362,620.00	5.000%	\$434,065.50	
10/1/21	Assured	6/30/22	-	\$7,490,780.00	5.000%	\$187,269.50	10/1/21	Assured	6/30/22	-	\$17,362,620.00	5.000%	\$434,065.50	
4/1/22	Assured	6/30/22	-	\$7,490,780.00	5.000%	\$187,269.50	4/1/22	Assured	6/30/22	-	\$17,362,620.00	5.000%	\$434,065.50	
10/1/2022	Assured	6/30/23	-	\$7,490,780.00	5.000%	\$187,269.50	10/1/2022	Assured	6/30/23	-	\$17,362,620.00	5.000%	\$434,065.50	
4/1/2023	Assured	6/30/23	-	\$7,490,780.00	5.000%	\$187,269.50	4/1/2023	Assured	6/30/23	-	\$17,362,620.00	5.000%	\$434,065.50	
10/1/2023	Assured	6/30/24	-	\$7,490,780.00	5.000%	\$187,269.50	10/1/2023	Assured	6/30/24	-	\$17,362,620.00	5.000%	\$434,065.50	
4/1/2024	Assured	6/30/24	-	\$7,490,780.00	5.000%	\$187,269.50	4/1/2024	Assured	6/30/24	-	\$17,362,620.00	5.000%	\$434,065.50	
Total						\$3,562,682.75	Total						\$17,362,620.00	\$116,554.63

**EXHIBIT B**  
**FEE SCHEDULE**

B-1

ACTIVE 202233018v.4



U.S. Bank Customer Confidential

**Schedule of Fees for Services as  
ESCROW AGENT  
For  
Settlement Escrow Agreement**

CTS01010A	<b>Acceptance Fee</b> The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	\$1,000.00
CTS04460	<b>Escrow Agent</b> Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.	\$5,000.00
	<b>Direct Out of Pocket Expenses</b> Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost
	<b>Extraordinary Services</b> Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

Dated: July 21, 2014

Exhibit E

CONFIRMATION ORDER INSERT

D-1

## **UTGO Settlement Agreement – Insert for Confirmation Order**

### **Findings of Fact and Conclusions of Law**

A. After sufficient notice and opportunity for all parties to be heard, and after due deliberation, based on the Court's thorough review and full consideration of the UTGO Settlement Agreement and good and sufficient cause appearing therefor, the Court makes the following findings of fact and conclusions of law. Any finding of fact constitutes a finding of fact even if it is stated as a conclusion of law, and any conclusion of law constitutes a conclusion of law even if it is stated as a finding of fact. All findings of fact and conclusions of law announced by the Court on the record in connection with confirmation of the Plan or otherwise at the Confirmation Hearing are incorporated herein by reference.<sup>1</sup> The findings and conclusions set forth herein and in the record of the Confirmation Hearing constitute the Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014.

B. The UTGO Settlement described in the Plan and the UTGO Settlement Agreement are fair, equitable, reasonable, and in the best interests of the City and its creditors and residents.<sup>2</sup> The UTGO Settlement Agreement is the result of extensive arms' length negotiations among the City and the UTGO Bond Insurers – all of whom were represented by

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<sup>1</sup> The findings of fact and conclusions of law set forth herein and announced on the record during the Confirmation Hearing shall be construed in a manner consistent with each other so as to effect the purpose of each; provided, however, that if there is any direct conflict that cannot be reconciled, then, solely to the extent of such conflict, the provisions of this Confirmation Order shall govern and shall control and take precedence over any findings of fact or conclusions of law announced on the record at the Confirmation Hearing.

<sup>2</sup> Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Plan or the UTGO Settlement Agreement, a copy of which is attached to the Plan as Exhibit \_\_\_\_.

sophisticated counsel. The compromises and settlements embodied in the UTGO Settlement (a) resolve all disputes with respect to claims classified in Class 8 under the Plan and the issues raised by the UTGO Bond Insurers in the UTGO Litigation and (b) are, collectively, a key compromise upon which several provisions of the Plan rest. In the absence of such compromises and settlements, the City's emergence from chapter 9 would likely have been delayed by litigation and burdened with additional expenses. The UTGO Settlement and the UTGO Settlement Agreement: (a) were negotiated and entered into in good faith, (b) comport with policies and purposes of chapter 9, (c) are fair, equitable and reasonable; (d) are in the best interests of the City and its creditors and residents as they not only fully resolve the UTGO Litigation but also permit the City's assignees to receive value from the Assigned UTGO Bond Tax Proceeds as set forth in the Plan; (e) are within the range of reasonable results if the disputes resolved by the UTGO Settlement, including the Assured/NPFG Action and the Ambac Action as they relate to the UTGO Bonds, were instead litigated to a conclusion; (f) fall above the lowest point in the range of reasonableness; and (g) meet the standards for approval under sections 105(a) and 1123(b) of the Bankruptcy Code, Bankruptcy Rule 9019(a) and other applicable law.

C. Without limiting any of the foregoing, the Court hereby finds that:

- a. The Plan incorporates the UTGO Settlement Agreement, and the effectiveness of the Plan is expressly conditioned upon: (a) the Michigan Finance Authority board having approved the issuance of the MFA Bonds and such bonds having been issued; and (b) the City having obtained all governmental and Emergency Manager consents and approvals required to carry out the terms of the UTGO Settlement Agreement.

- b. As of the Effective Date, the Plan represents a full, final and complete compromise, settlement, release and resolution of, among other matters, all disputes and pending or potential litigation (including any appeals), including, without limitation, the UTGO Litigation, regarding the allowability, amount, priority and treatment of the Unlimited Tax General Obligation Bond Claims. The treatment of Class 8 UTGO Claims under the Plan is a component of a settlement and compromise of the UTGO Litigation.
- c. Good and valuable consideration has been provided for all releases and exculpations granted pursuant to the UTGO Settlement Agreement, including, without limitation, the releases and exculpations granted pursuant to sections 6.1 and 6.2 of the UTGO Settlement Agreement. Such provisions are fair, equitable, reasonable and integral elements of the UTGO Settlement Agreement.
- d. The Court confirms that as of the Effective Date and pursuant to Emergency Manager Order No. \_\_, the Municipal Obligation shall be secured, to the extent permitted by law, including without limitation section 12(1)(x) of Act 436, by a lien granted by the City on the UTGO Bond Tax Levy for so long as either the Municipal Obligation or the Stub UTGO Bonds are outstanding.
- e. As of the Effective Date, the UTGO Bond Tax Levy shall constitute “special revenues,” as defined in section 902 of the Bankruptcy Code, and

“pledged special revenues,” as that term is used in section 922(d) of the Bankruptcy Code.

- f. As of the Effective Date, the MFA shall possess a valid and enforceable statutory fourth lien and trust on Distributable State Aid, as provided in section 15(2) of the Shared Credit Rating Act or as otherwise provided under applicable law.
- g. As of the Effective Date, Holders of the MFA Bonds shall possess all of the MFA’s rights and interest in the Municipal Obligation including all the rights and interest provided herein and under the UTGO Settlement Agreement, subject to the reservation by the MFA of rights to indemnification and to make all determinations and approvals and receive all notices accorded to it under the Municipal Obligation and related documents. Accordingly, the MFA Bonds will be payable from and secured by (i) payments made by the City on the Municipal Obligation and to the extent permitted by law, including without limitation section 12(1)(x) of Act 436, a lien on the portion of the UTGO Bond Tax Levy allocable to the Municipal Obligation, pledged by the City to secure the Municipal Obligation and (ii) a lien, made a statutory lien as provided by the Shared Credit Rating Act, on moneys in the funds and accounts established for the MFA Bonds under the authorizing resolution for such bonds, including payments pledged by the City and received and held by the MFA or its trustee for the MFA Bonds, which include, without

limitation, all payments of (x) the proceeds of the UTGO Bond Tax Levy and (y) Distributable State Aid.

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

1. The UTGO Settlement. Consistent with the findings herein, the UTGO Settlement and the UTGO Settlement Agreement, including without limitation all of the transactions contemplated, the liens granted, and the protections created therein, are APPROVED in their entirety as a good faith, fair, reasonable, and equitable compromise and settlement of all disputes with respect to claims classified in Class 8 under the Plan that is in the best interests of the City and its creditors and residents. The entry of this Confirmation Order constitutes approval of the UTGO Settlement Agreement pursuant to the Bankruptcy Rules, including Bankruptcy Rule 9019, the Bankruptcy Code, including section 1123, and Act 279, Public Acts of Michigan, 1909, as amended; Act 436, Public Acts of Michigan, 2012; Act 34, Public Acts of Michigan, 2001, as amended; and Act 80, Public Acts of Michigan, 1981, as amended. As provided in the Plan, on the Effective Date, the UTGO Settlement Agreement shall be binding on the City, Ambac, Assured and NPMG.

2. Approval of Exculpations and Releases. All exculpations and releases granted pursuant to the UTGO Settlement, including, without limitation, the releases and exculpations granted pursuant to sections 6.1 and 6.2 of the UTGO Settlement Agreement, are hereby approved in their entirety. The Court approves such settlements and releases on the grounds that good and valuable consideration has been provided therefor, and that such provisions are fair, equitable, reasonable, and integral elements of the UTGO Settlement Agreement.

3. Segregation of UTGO Bond Tax Levy. The proceeds of the UTGO Bond Tax Levy collected by the City shall be segregated and transmitted to the Debt Millage Escrow Trustee under the Debt Millage Deposit Escrow Agreement, and the Debt Millage Escrow Trustee shall segregate and transmit the proceeds allocable to the Municipal Obligation to the Master Trustee in accordance with section 2.4(a) of the UTGO Settlement Agreement.

4. Annual Certification of Debt Millage Levy. Pursuant to the Section 2.7(b) of the UTGO Settlement Agreement, the City shall certify annually, not later than June 30 of each year, that it has imposed the debt millage levy as required by and in accordance with the terms of the UTGO Settlement Agreement.

5. Retention of Jurisdiction. Pursuant to section 945(a) of the Bankruptcy Code, the Court shall retain jurisdiction over the UTGO Settlement and the UTGO Settlement Agreement and any dispute arising from or related to the UTGO Settlement Agreement. For the avoidance of doubt and as the City has consented, the Court shall retain exclusive post-confirmation authority and power, to implement, interpret and enforce the UTGO Settlement Agreement and all Settlement-Related Documents, including, without limitation, all exhibits to the UTGO Settlement Agreement, the Restructured UTGO Bonds, the Municipal Obligation and the MFA Bonds. As the City has consented, the Court reserves all powers as are necessary or appropriate to enforce or to give effect to the Court's retained jurisdiction under the Plan and this Confirmation Order, including by way of injunction, as long as any of the Municipal Obligation, Stub UTGO Bonds or MFA Bonds are outstanding.

**EXHIBIT II.B.3.g.ii.A**

**SCHEDULE OF PAYMENTS AND SOURCES OF  
PAYMENTS FOR MODIFIED PFRS PENSION BENEFITS**

*\$ in millions*

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**EXHIBIT II.B.3.g.ii.C**

TERMS OF PFRS PENSION RESTORATION

## **Terms of PFRS Pension Restoration**

### **Pension Restoration Process**

The following rules shall govern how accrued pensions, including COLA benefits, that are reduced as part of the Plan of Adjustment, shall be restored during the thirty year period following the Confirmation Order. The pension restoration process shall be supervised and restoration decisions undertaken by the Investment Committee of each of PFRS or GRS, or except as may be otherwise provided in the pension governance provisions set forth in the State Contribution Agreement and exhibits thereto.

### **GENERAL RESTORATION RULES**

#### **I. PFRS RESTORATION**

##### **1. Waterfall Categories**

There will be three Waterfall Classes:

- a. PFRS Waterfall Class 1 – Retirees in retirement benefit pay status as of June 30, 2014, and their surviving spouses and beneficiaries
- b. PFRS Waterfall Class 2 – Retirees, who entered into retirement benefit pay status after June 30, 2014, and their surviving spouses and beneficiaries, and who are in pay status as of the end of the PFRS Fiscal Year prior to the year in which the restoration decision is made
- c. PFRS Waterfall Class 3 – All retirees, surviving spouses, and beneficiaries in pay status and all other PFRS participants who as of June 30, 2014 are not in retirement benefit pay status

##### **2. General PFRS Pension Restoration Through June 30, 2023**

Each year in conjunction with the annual actuarial valuation report, the PFRS actuary will project the PFRS Funded Ratio as of 2023 based upon the market value of plan assets relative to the actuarial accrued liabilities (the “Funded Level”). This projection will be further based upon a 6.75% assumed rate of investment return which is net of expenses, future employer contributions as set forth in the Plan of Adjustment and such other actuarial assumptions as utilized by the PFRS actuary. The Projected Funded Level will be 75%, and the Restoration Target will be 78%, both projected to June 30, 2023. If the actuary projects that Funded Level as of 2023 exceeds the Restoration Target (i.e., 78%), a credit of assets for bookkeeping purposes will be made into a notional Restoration Reserve Account. The notional credit will be an amount equal to the excess of assets above the amount needed to satisfy the Restoration Target. Each year thereafter, additional assets will be credited to the Restoration

Reserve Account equal to the net return on plan investments but capped at the actuarially assumed rate of investment return (i.e., 6.75% for the period through June 30, 2023) In the event of net losses, the credited asset value of the Restoration Reserve Account will be diminished.

Actual restoration payments and restoration credits will work as follows: each year in conjunction with the preparation of the annual actuarial valuation report and following establishment of the Restoration Reserve Account, the PFRS actuary will determine whether there are sufficient funds in such account to restore COLA benefits in a minimum amount of 10% or more. The minimum 10% restoration threshold is based on the 2.25% COLA benefit that applied to certain pension payments prior to reductions made by the Plan of Adjustment. For Example: If a retiree's then current COLA benefit is a 1.0% annual compounded COLA, the minimum incremental restoration would increase the COLA benefit to 1.225% (10% of the prior 2.25% COLA benefit equals .225%). COLA restoration only will occur if the funding level in the Restoration Reserve Account can fund 100% of the COLA increase over the actuarially-projected lives of the eligible recipient PFRS Waterfall Class. If the actuary certifies that the Restoration Reserve Account as of the end of the prior PFRS fiscal year satisfies the required funding level, then in the next immediate PFRS fiscal year, actual COLA restoration payments will be made to PFRS Waterfall Class 1 members until an amount sufficient to fund 66% of the value of their future COLA payments has been funded. At that juncture, and to the extent that additional assets in the Restoration Reserve Account will fully fund COLA restoration in at least one minimum 10% increment (i.e., amounts equal to 10% of the value of future COLA payments), PFRS Waterfall Class 2 members will receive COLA restoration until an amount sufficient to fund 66% of the value of their future COLA payments has been funded. At that juncture, and to the extent that additional assets in the Restoration Reserve Account will fully fund COLA restoration in at least one minimum 10% increment (i.e., amounts equal to 10% of the value of future COLA payments), PFRS Waterfall Class 3 members will receive COLA restoration on a pro-rata basis. For PFRS Waterfall Class 3 members who are in pay status at that time of restoration, they will receive COLA payments; for active employees at the time of restoration, they will receive credits granting them a right upon retirement to receive COLA restoration equal to the 10% increments that are fully funded to PFRS Waterfall Class 3 members. For Example: Assume there are sufficient assets credited to the Restoration Reserve Account as of the end of a fiscal year to fully fund 66% of the value of the COLA for all PFRS Waterfall Class 1 and Class 2 members. To the extent additional assets are available in the Restoration Reserve Account, to fully fund at least a 10% COLA increment, all retirees would receive a restoration payment of 76% of the value of their COLAs and a 10% COLA increment would be credited to eligible active employees which would be included in their benefit payments upon retirement (thus causing their COLAs to increase in value from 45% to 55%). Restoration amounts actually paid from the Restoration Reserve Account will be debited from such account.

Once restoration payments and credits begin, as long as the Restoration Reserve Account continues to have assets to fund 100%% of an incremental COLA restoration amount for such Waterfall Class for their actuarially projected lives, the restoration payments and credits will continue; provided, however, that in the event the PFRS Funding Level projected to 2023 falls below 76% (hereinafter, "Restoration Reserve Suspension Trigger"), then further allocations to the notional Restoration Reserve Account will cease notwithstanding the actual net PFRS investment returns for the fiscal year in question. Furthermore, if the PFRS funded level projected to 2023 falls below the Projected Funded Level (75%) then restoration payments to retirees and credits to active employees in the following year will be modified in the following manner: (1) funds previously credited to the Restoration Reserve Account will be notionally transferred and credited to the PFRS Pension Reserve Account in sufficient amounts to restore PFRS funded level to 75%; (2) if following such transfer, the remaining Restoration Reserve Account assets (if any) are sufficient to fully fund one or more COLA restoration increments (i.e., 10% COLA values) to one or more PFRS Waterfall Class categories, then as to such increments, the restoration payments shall continue.

In connection with preparation of the actuarial report for FY 2023, the PFRS actuary will determine whether PFRS has satisfied the Permanent Restoration Target of 78%. Transfers from the Restoration Reserve Account for credit to the PFRS Pension Reserve Account may be made in such amounts as are necessary to satisfy the Permanent Restoration Target. If the PFRS Ffunded Level as of June 30, 2023 is equal to or greater than the Permanent Restoration Target of 78%, then the amounts in the Restoration Reserve Account that fully fund incremental COLA restoration payments for a PFRS Waterfall Class shall be transferred from the Restoration Reserve Account and credited to the PFRS Pension Reserve Account and the applicable incremental COLA payments shall be permanently restored and shall no longer be variable.

3. General PFRS Pension Restoration from July 1, 2023 to June 30, 2033.

During this period, the Projected Funded Level will be [85%], the Restoration Target shall be [88%], and the Restoration Reserve Suspension Trigger shall be [86%] all as of 2033. The same rules for restoration payments that applied during the period ending June 30, 2023 shall apply except as follows. For purposes of determining whether the 2033 Restoration Target has been satisfied, the Plan actuary shall project investment returns through June 30, 2033 at the then current investment return assumption and the applicable actuarial assumptions as utilized in the annual actuarial valuation. Further, the Plan actuary shall assume, for purposes of satisfying the Restoration Target, that the annual City contribution amount shall be the annual amount of contributions necessary to fund the PFRS based upon an amortization of the actual 2023 UAAL (using the market value of assets) (with interest on the outstanding principal at

the then investment return rate) over 30 years (hereinafter, the “2023 UAAL Amortization”). To the extent that the City’s actual contributions to the PFRS in any of the FYs 2024 through 2033 are greater than the projected annual contribution under the 2023 UAAL Amortization, such amounts, and any investment earnings thereon, shall be notionally credited to a new bookkeeping account in PFRS called the Extra Contribution Account. In determining pension restoration during the period from FY 2023 through 2033, none of the amounts in the Extra Contribution Account shall be considered for purposes of determining the projected Funded Level for the Restoration Trigger. To the extent that the City’s actual contributions to the PFRS in any of the FYs 2023 through 2033 are less than the projected annual contribution under the 2023 UAAL Amortization, such difference and any investment earnings thereon shall be notionally allocated to the Restoration Reserve Account.

Each year in addition to the credit of assets above the Restoration Target, additional assets will be allocated to the Restoration Reserve Account, equal to the net return on plan investments, but capped at the then actuarial investment return assumption.

In connection with preparation of the annual actuarial valuation report for FY 2033, the PFRS actuary will determine whether PFRS has satisfied the Permanent Restoration Target of [88%]. Transfers from the Restoration Reserve Account for credit to the PFRS Pension Reserve Account may be made in such amounts as are necessary to satisfy the Permanent Restoration Target. If the funding level as of June 30, 2033 is equal to or greater than the Permanent Restoration Target of [88%], then the amounts in the Restoration Reserve Account that fully fund incremental COLA restoration payments for a Waterfall Class shall be transferred from the Restoration Reserve Account and credited to the PFRS Pension Reserve Account and the applicable incremental COLA payments shall be permanently restored and shall no longer be variable.

#### 4. General PFRS Pension Restoration from July 1, 2033 to June 30, 2043.

During this period, the Projected Funded Level will be [92%], the Restoration Target shall be [95%], and the Restoration Reserve Suspension Trigger shall be [93%]. The same rules for restoration that applied during the period ending June 30, 2033 shall otherwise apply.

In connection with preparation of the annual actuarial valuation report for FY 2043, the PFRS actuary will determine whether PFRS has satisfied the Permanent Restoration Target of [95%]. Transfers from the Restoration Reserve Account for credit to the PFRS Pension Reserve Account may be made in such amounts as are necessary to satisfy the Permanent Restoration Target. If the funding level as of June 30, 2043 is equal to or greater than the Permanent Restoration Target of [95%], then the amounts in the Restoration Reserve

Account that fully fund incremental COLA restoration payments for a Waterfall Class shall be transferred from the Restoration Reserve Account and credited to the PFRS Pension Reserve Account and the applicable incremental COLA payments shall be permanently restored and shall no longer be variable.

**EXHIBIT II.B.3.r.ii.A**

**SCHEDULE OF PAYMENTS AND SOURCES OF  
PAYMENTS FOR MODIFIED GRS PENSION BENEFITS**

City of Detroit  
 GRS Pension contributions (FY14 - FY23)  
*\$ in millions*

GRS	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	10-Year
Source:											
DWSD	\$ -	\$ 65.4	\$ 45.4	\$ 45.4	\$ 45.4	\$ 45.4	\$ 45.4	\$ 45.4	\$ 45.4	\$ 45.4	\$ 428.5
UTGO	-	4.4	4.0	4.0	3.9	3.7	3.7	3.6	2.3	2.0	31.7
State	-	98.8	-	-	-	-	-	-	-	-	98.8
DIA	-	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	45.0
Other	-	14.6	22.5	22.5	22.5	22.5	2.5	2.5	2.5	2.5	114.6
Total	-	188.2	76.9	76.9	76.8	76.6	56.5	56.5	55.2	54.9	718.6

**EXHIBIT II.B.3.r.ii.C**

**TERMS OF GRS PENSION RESTORATION**

## **Terms of GRS Pension Restoration**

### **Pension Restoration Process**

The following rules shall govern how accrued pensions, including COLA benefits, that are reduced as part of the Plan of Adjustment, shall be restored during the thirty year period following the Confirmation Order. The pension restoration process shall be supervised and restoration decisions undertaken by the Investment Committee of each of PFRS or GRS, or except as may be otherwise provided in the pension governance provisions set forth in the State Contribution Agreement and exhibits thereto.

### **GENERAL RESTORATION RULES**

#### **I. GRS RESTORATION**

##### **1. Waterfall Categories**

There will be three Waterfall Classes:

- a. GRS Waterfall Class 1 – Retirees, in retirement benefit pay status as of June 30, 2014, and their surviving spouses and beneficiaries
- b. GRS Waterfall Class 2 – Retirees, who entered into retirement benefit pay status after June 30, 2014, and their surviving spouses, and beneficiaries, and who are in pay status as of the end of the GRS Fiscal Year prior to the year in which the restoration decision is made
- c. GRS Waterfall Class 3 – All other GRS participants who as of June 30, 2014 are not in retirement benefit pay status

##### **2. General GRS Pension Restoration Through June 30, 2023**

Each year in conjunction with the annual actuarial valuation report, the GRS Plan actuary will project the GRS Funded Ratio as of 2023 based upon the market value of plan assets relative to the Actuarial Accrued Liabilities (the “Funded Level”). This projection will be further based upon a 6.75% assumed rate of investment return which is net of expenses, future employer contributions as set forth in the Plan of Adjustment and such other actuarial assumptions as utilized by the GRS actuary. The Projected Funded Level will be 70%, the Restoration Target will be 75%, and the Restoration Reserve Suspension Trigger will be 71%, all projected to June 30, 2023. If the actuary projects that the Funded Level as of June 30, 2023 exceeds the Restoration Target (i.e., 75%), a credit of assets for bookkeeping purposes will be made into a new notional Restoration Reserve Account. The notional credit will be in an amount equal to the excess of assets above the amount needed to satisfy the Restoration Target. Each year thereafter, additional assets will be credited to the Restoration Reserve Account,

equal to the net return on plan investments, but capped at actuarially assumed rate of investment return (i.e., 6.75% for the period through June 30, 2023). In the event of net losses, the credited asset value of the Restoration Reserve Account will be diminished.

Actual restoration payments and credits will work as follows: Each year in conjunction with preparation of the annual actuarial valuation report and following establishment of the Restoration Reserve Account, the GRS actuary will determine whether there are sufficient funds in such account to restore a portion of the 4.5% across the board pension cuts in minimum incremental portions equal to  $\frac{1}{2}\%$  of the monthly benefit for each member of GRS Waterfall Class 1 (i.e. reducing the initial across the board cut to 4.0%). This restoration only occurs if the funded level in the Restoration Reserve Account can fund 100% of each incremental increase over the remaining actuarially-projected lives of the eligible recipients in GRS Waterfall Class 1. If the Restoration Reserve Account satisfies the required funding level, then in the next GRS fiscal year, actual restoration payments will be made to Waterfall Class 1 members in amounts equal to the increments that have been fully funded in the Restoration Reserve Account. Once Waterfall Class 1 has sufficient assets in the GRS Restoration Reserve Account to fully fund and restore the 4.5% cut in their monthly benefits, and to the extent that additional assets in the Restoration Reserve Account remain and will fully fund at least  $\frac{1}{2}\%$  of the monthly benefit for each member of GRS Waterfall Class 2, then GRS Waterfall Class 2 members will receive pension restoration in minimum  $\frac{1}{2}\%$  benefit increments until an amount equal to the 4.5% cuts in their monthly benefits has been fully funded. At that juncture, and to the extent that additional assets in the Restoration Reserve Account remain and will fund at least a minimum  $\frac{1}{2}\%$  of the monthly benefit of each member in GRS Waterfall Class 3, then each such member of the class shall receive a credit granting them a right upon retirement to receive pension restoration equal to the benefit increments that are fully funded.

After the full 4.5% across the board pension cuts are restored for all three GRS Waterfall Classes, and to the extent there are additional assets in the Restoration Reserve Account, such assets will be used to fully fund and restore a portion of the COLA values that were eliminated as part of the POA. COLA will be restored in minimum 10% COLA value increments up to 50% of the future COLA values for each member of GRS Waterfall Class 1, then up to 50% of the future COLA values for each member of Waterfall Class 2, and then up to 50% of the future COLA values for each member of Waterfall Class 3 until all members of the three GRS Waterfall Classes have had 50% of the value of their COLAs fully funded and restored. After 50% of the future values of COLA have been fully funded and restored, and to the extent there are additional assets in the Restoration Reserve Account for each of the three GRS Waterfall Classes, then a second 50% COLA restoration will be made, first to members of GRS Waterfall Class 1, then Waterfall Class 2, and then Waterfall Class 3. Classes will be restored in minimum 10% COLA value increments.

If the amounts in the Restoration Reserve Account are sufficient to fully-fund the 4.5% across the board pension cuts for all three GRS Waterfall Classes and 100% COLA restoration for all three GRS Waterfall Classes, then any additional assets in the Restoration Reserve Account shall be used to increase the frozen accrued benefits of active and other GRS participants whose ASF accounts were diminished as part of the ASF Recoupment, such that they receive treatment equal to the 20/20 CAP applied to retirees in pay status under the Plan of Adjustment. If after such pension restoration there are additional assets in the Restoration Reserve Account, GRS Waterfall Class 1 members will receive pension restoration in  $\frac{1}{2}\%$  benefit increments of the reductions to their monthly pension due to ASF Recoupment, and once such pension benefits are restored, Waterfall Class 2 members will receive pension restoration in  $\frac{1}{2}\%$  benefit increments in connection with the reductions to their monthly pensions due to ASF Recoupment.

Once restoration payments to applicable retirees and restoration credits to active employees begin, as long as the Restoration Reserve Account continues to have assets sufficient to fund 100% of an incremental pension restoration amount for such GRS Waterfall Class members for their actuarially projected lives, such restoration payments and credits will continue; provided, however, that in the event the GRS Funded Level falls below the Restoration Reserve Suspension Trigger, then further credits to the notional Restoration Reserve Account will cease notwithstanding the actual net GRS investment returns for the fiscal year in question. Furthermore, if the GRS funded level projected to 2023 falls below the Projected Funded Level (70%) then restoration payments and credits in the following year will be modified in the following manner: (1) funds previously credited to the Restoration Reserve Account will be notionally transferred and credited to the GRS Pension Reserve Account in sufficient amounts to restore GRS funding to 70%; (2) if following such transfer, the remaining Restoration Account Assets (if any) are sufficient to fully fund one or more pension restoration increments (e.g., a  $\frac{1}{2}\%$  monthly pension benefit) to one or more GRS Waterfall Class categories, then as to such increments the restoration payments shall continue.

In connection with preparation of the actuarial report for FY 2028, the GRS actuary will determine whether GRS has satisfied the Permanent Restoration Target of 75%. Transfers from the Restoration Reserve Account for credit to the GRS Pension Reserve Account may be made in such amounts as are necessary to satisfy the Permanent Restoration Target. If the GRS Funded Level as of June 30, 2028 is equal to or greater than the Permanent Restoration Target of 75%, then the amounts in the Restoration Reserve Account that fully fund incremental pension restoration payments for a GRS Waterfall Class shall be transferred from the Restoration Reserve Account and credited to the GRS Pension Reserve Account and the applicable incremental COLA payments shall be permanently restored and shall no longer be variable.

3. General GRS Pension Restoration from July 1, 2023 to June 30, 2033.

During this period, the Projected Funded Level will be [82%], the Restoration Target shall be [85%], and the Restoration Reserve Suspension Trigger shall be [83%]. The same rules for restoration payments and credits that applied during the period ending June 30, 2023 shall apply except as follows. For purposes of determining whether the 2033 Restoration Target has been satisfied, the Plan actuary shall project investment returns through June 30, 2033 at the then current investment return assumption and the applicable actuarial assumptions as utilized in the annual actuarial valuation. Further, the GRS Plan actuary shall assume, for purposes of satisfying the Restoration Target, that the annual City contribution amount shall be the annual amount of contributions necessary to fund the GRS based upon an amortization of the actual 2023 UAAL at market value (with interest on the outstanding principal at the then investment return rate) over 30 years (hereinafter, the "2023 UAAL Amortization"). To the extent that the City's actual contributions to the GRS in any of the FYs 2024 through 2033 are greater than the projected annual contribution under the 2023 UAAL Amortization, such amounts, and any investment earnings thereon, shall be notionally credited to a new bookkeeping account in GRS called the Extra Contribution Account. In determining pension restoration during the period from FY 2023 through 2033, none of the amounts in the Extra Contribution Account shall be considered for purposes of determining the projected Funded Level for the Restoration Trigger. To the extent that the City's actual contributions in any of the FYs 2024 through 2033 are less than the projected annual contribution under the 2023 UAAL Amortization, such difference and any investment earnings thereon shall be notionally allocated to the Restoration Reserve Account. .

Each year, in addition to the credit of assets above the Restoration Target, additional assets will be credited to the Restoration Reserve Account, equal to the net return on plan investments, but capped at the then investment return assumption.

In connection with preparation of the annual actuarial valuation report for FY 2033, the GRS actuary will determine whether GRS has satisfied the Permanent Restoration Target ([83%]). Transfers from the Restoration Reserve Account for credit to the GRS Pension Reserve Account may be made in such amounts as are necessary to satisfy the Permanent Restoration Target. If the funding level as of June 30, 2033 is equal to or greater than the Restoration Target funded, then the amounts in the Restoration Reserve Account that fully fund at minimum one or more incremental pension restoration payments for a Waterfall Class shall be transferred from the Restoration Reserve Account and credited to the GRS Pension Reserve Account and the applicable incremental COLA payments shall be permanently restored and shall no longer be variable.

4. General GRS Pension Restoration from July 1, 2033 to June 30, 2043.

During this period, the Projected Funded Level will be [90%], the Restoration Target shall be [93%], and the Restoration Reserve Suspension Trigger shall be [91%]. The same rules for restoration that applied during the period ending June 30, 2033 shall otherwise apply.

In connection with preparation of the annual actuarial valuation report for FY 2043, the GRS actuary will determine whether GRS has satisfied the Permanent Restoration Target [91%]. Transfers from the Restoration Reserve Account for credit to the GRS Pension Reserve Account may be made in such amounts as are necessary to satisfy the Permanent Restoration Target. If the funding level as of June 30, 2043 is equal to or greater than the Permanent Restoration Target , then the amounts in the Restoration Reserve Account that fully fund at minimum one or more incremental pension restoration payments for a Waterfall Class shall be transferred from the Restoration Reserve Account and credited to the GRS Pension Reserve Account and the applicable incremental COLA payments shall be permanently restored and shall no longer be variable.

**EXHIBIT II.D.6**

EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE REJECTED

## **Exhibit II.D.6**

Executory Contracts and Unexpired Leases to be Rejected  
In re City of Detroit, Michigan, Case No. 13-53846 (Bankr. E.D. Mich)

<b><u>Name of Counterparty</u></b>	<b><u>Vendor #</u></b>	<b><u>Contract #</u></b>	<b><u>Description</u></b>	<b><u>City Department</u></b>
151 W FORT ST ASSOCIATES LLC	1075036	2635434		INFORMATION TECHNOLOGY SERVICES
1600 ASSOCIATES LLC	20396	2501191		MUNICIPAL PARKING DEPARTMENT
3M CONTRACTING INC	1107578	2809948		HUMAN SERVICES DEPARTMENT
455 ASSOCIATES LLC	19602	2600416		WORKFORCE DEVELOPMENT DEPARTMENT
455 ASSOCIATES LLC	19602	2722656		WORKFORCE DEVELOPMENT DEPARTMENT
660 WOODWARD ASSOCIATES LLC	1117401	2604895		INFORMATION TECHNOLOGY SERVICES
660 WOODWARD ASSOCIATES LLC	1117401	2809305		LAW DEPARTMENT
660 WOODWARD ASSOCIATES LLC	1117401	2866561		LAW DEPARTMENT
A & H CONTRACTORS	1090249	2797590	ICE RINK IMPROVEMENTS	RECREATION DEPARTMENT
A NEW BEGINNING II INC	1010270	2626822		EMPLOYMENT AND TRAINING DEPARTMENT
AARON L FORD	1101801	2759870		HEALTH DEPARTMENT
ABAYOMI CDC	1055088	2597193		FINANCE DEPARTMENT
ABBOT NICHOLSON	1064317	2605132	LEGAL SERVICES	LAW DEPARTMENT
ABRAMS AERIAL SURVEY CORPORATION	21686	2511868	CS-1253 SURVEY, PHOTOGRAPHY	WATER DEPARTMENT
ACCENTURE LLP	19843	2582670		HUMAN SERVICES DEPARTMENT
ACHIEVEMENT RESOURCES LLC	1075198	2640120		DEPARTMENT OF PUBLIC WORKS
ADAMS HOME REPAIR SERVICE INC	1031652	2532093	HOME REPAIR FOR LOW INCOME CITIZENS.	HUMAN SERVICES DEPARTMENT
ADULT WELL BEING SERVICES	17259	2507595	ADULT WELL BEING SERVICES	HEALTH DEPARTMENT
ADULT WELL BEING SERVICES	17259	2501821	EZ-PUBLIC SERVICES	PLANNING AND DEVELOPMENT DEPARTMENT
ADVANCED ENGINEERING SOLUTION INC	1043861	2613331		ENVIRONMENTAL AFFAIRS DEPARTMENT
AFFILIATED INTERNISTS CORPORATION	1007088	2541129	PROVIDE MEDICAL STAFF	HEALTH DEPARTMENT
AFL CIO COUNCIL	9713	2505335		FINANCE DEPARTMENT
AFL CIO COUNCIL	9713	2504234	AFL/CIO COUNCIL-METRO COUNCIL	FINANCE DEPARTMENT
AGAR LAWN SPRINKLER SYSTEMS INC	1019225	2871984	FURNISH UNDERGROUND SPRINKLER MAINT.	GENERAL SERVICES DEPARTMENT
AIRGAS GREAT LAKES	-	2754331	PURCHASE ORDER FOR COMMERCIAL GASES	GENERAL SERVICES DEPARTMENT
AKT PEERLESS ENVIRONMENTAL SERVICES LLC	1025663	2845810	DEMOLITION OF PROPERTIES	BUILDINGS AND SAFETY DEPARTMENT
ALAN C YOUNG ASSOCIATES PC	20513	2554416	CONTRACTUAL RESOURCES	INFORMATION TECHNOLOGY SERVICES
ALAN C YOUNG ASSOCIATES PC	20513	2572989		HEALTH DEPARTMENT
ALAN C YOUNG ASSOCIATES PC	20513	2511247	AUDITING SERVICES FY 98/99 FICS 78653	HUMAN SERVICES DEPARTMENT
ALAN C YOUNG ASSOCIATES PC	20513	2501399	PROFESSIONAL SERVICES	FINANCE DEPARTMENT
ALAN C YOUNG ASSOCIATES PC	20513	2507833	AUDITING - ALAN C YOUNG	HEALTH DEPARTMENT
ALAN C YOUNG ASSOCIATES PC	20513	2515896	AUDIT DRUG TREATMENT/AIDS PROGRAMS	HUMAN SERVICES DEPARTMENT

<u>Name of Counterparty</u>	<u>Vendor #</u>	<u>Contract #</u>	<u>Description</u>	<u>City Department</u>
ALAN C YOUNG ASSOCIATES PC	20513	2780084		HEALTH DEPARTMENT
ALKEBU LAN VILLAGE	1043877	2588741		HUMAN SERVICES DEPARTMENT
ALKEBU LAN VILLAGE	1043877	2533139	YOUTH PROGRAM	HUMAN SERVICES DEPARTMENT
ALKEBU LAN VILLAGE	1043877	2619692		HUMAN SERVICES DEPARTMENT
ALKEBU LAN VILLAGE	1043877	2804801		HUMAN SERVICES DEPARTMENT
ALKEBU LAN VILLAGE	1043877	2775178		HUMAN SERVICES DEPARTMENT
ALKEBU LAN VILLAGE	1043877	2772580	PROFESSIONAL SERVICES CONTRACT	RECREATION DEPARTMENT
ALLEN & ASSOCIATES APPRAISAL GROUP INC	20517	2502141	PROFESSIONAL SERVICES: CASINO APPRAISAL	LAW DEPARTMENT
ALLIANCE FOR A SAFER GREATER DETROIT	1102712	2767089		POLICE DEPARTMENT
ALPHA ELECTRIC INC	1026028	2625782		PUBLIC LIGHTING DEPARTMENT
ALPHA ELECTRIC INC	1026028	2625784		PUBLIC LIGHTING DEPARTMENT
ALPHA ELECTRIC INC	1026028	2625780		PUBLIC LIGHTING DEPARTMENT
ALPHA KAPPA ALPHA FOUNDATION OF DETROIT	19649	2592410		FINANCE DEPARTMENT
ALTERNATIVE FOR GIRLS	16279	2503526	TRANSITIONAL HOUSING	FINANCE DEPARTMENT
AMERICAN INDIAN HEALTH & FAMILY	18997	2500866	SUBSTANCE ABUSE COORDINATION AGENCY	NO DEPARTMENT INDICATED
AMERICAN TOWER ATC TOWER SERVICES INC	1112343	2840423		WATER DEPARTMENT
AMERITECH	20497	2506112		PUBLIC LIGHTING DEPARTMENT
AMPCO SYSTEM PARKING	18489	2501028	PARKING SERVICES	MUNICIPAL PARKING DEPARTMENT
AMPCO SYSTEM PARKING	18489	2501362	KENNEDY SQUARE PARKING SERVICES	MUNICIPAL PARKING DEPARTMENT
AMPCO SYSTEM PARKING	18489	2501356	PARKING SERVICE FOR KENNEDY SQUARE	MUNICIPAL PARKING DEPARTMENT
AMPCO SYSTEM PARKING	18489	2501789	PARKING LOT MANAGEMENT	FINANCE DEPARTMENT
AMPRO CONSTRUCTION LLC	1026137	2524825	WEATHERIZATION PROGRAM	HUMAN SERVICES DEPARTMENT
AMPRO CONSTRUCTION LLC	1026137	2525177	LIHEAP	HUMAN SERVICES DEPARTMENT
AMPRO CONSTRUCTION LLC	1026137	2544432	HOME WEATHERIZATION	HUMAN SERVICES DEPARTMENT
AMPRO CONSTRUCTION LLC	1026137	2607320		HUMAN SERVICES DEPARTMENT
AMPRO CONSTRUCTION LLC	1026137	2789077		HUMAN SERVICES DEPARTMENT
AMPRO CONSTRUCTION LLC	1026137	2761179		HUMAN SERVICES DEPARTMENT
ANACAPA SCIENCE INC	1012433	2507585		POLICE DEPARTMENT
ANDREW J BEAN	1003634	2530372	LEGAL SERVICES: DAVIS/WILLIAMS V CITY	FINANCE DEPARTMENT
ANDREW J BEAN	1003634	2634325		LAW DEPARTMENT
ANDREW J BEAN	1003634	2538079	LEGAL SERVICES: TOMMIE THOMAS V CITY	LAW DEPARTMENT
ANDREW J BEAN	1003634	2561944	LEGAL SERVICES: MICHELLE HARPER, ET AL	LAW DEPARTMENT
ANDREW J BEAN	1003634	2561936	LEGAL SERVICES	LAW DEPARTMENT
ANDREW J BEAN	1003634	2501547	LEGAL SERVICES: RYAN MULLINS V CITY	LAW DEPARTMENT
ANDREW J BEAN	1003634	2545467	LEGAL SERVICES: BOSWELL V JORDAN/CITY	LAW DEPARTMENT

<u>Name of Counterparty</u>	<u>Vendor #</u>	<u>Contract #</u>	<u>Description</u>	<u>City Department</u>
ANDREW J BEAN	1003634	2505202	LEGAL SERVICES	LAW DEPARTMENT
ANDREW J BEAN	1003634	2512646	LEGAL SERVICES	FINANCE DEPARTMENT
ANDREW J BEAN	1003634	2505710	LEGAL SERVICES: KEITH THORNTON V CITY	LAW DEPARTMENT
ANDREW J BEAN	1003634	2576673		LAW DEPARTMENT
ANDREW J BEAN	1003634	2505715	LEGAL SERVICES	FINANCE DEPARTMENT
ANDREW J BEAN	1003634	2574494		LAW DEPARTMENT
ANTHONY ALSTON	1118989	2877720		WATER DEPARTMENT
ANTHONY WACHOCKI	1116298	2859746		WATER DEPARTMENT
AON RISK SERVICES INC OF MICHIGAN	17959	2506866	AUDIT	AUDITOR GENERAL
APCOA INC	18982	2504151	COBO COMPLEX PARKINGMANAGEMENT SERVICES	MUNICIPAL PARKING DEPARTMENT
ARAB AMERICAN & CHALDEAN COUNCIL	19955	2546963	PARTNERSHIP FOR ADULT LEARNING	EMPLOYMENT AND TRAINING DEPARTMENT
ARAB AMERICAN & CHALDEAN COUNCIL	19955	2563067	WORK FIRST & WELFARE TO WORK	EMPLOYMENT AND TRAINING DEPARTMENT
ARAB AMERICAN & CHALDEAN COUNCIL	19955	2778448		WORKFORCE DEVELOPMENT DEPARTMENT
ARAB AMERICAN & CHALDEAN COUNCIL	19955	2797753		WORKFORCE DEVELOPMENT DEPARTMENT
ARAB AMERICAN & CHALDEAN COUNCIL	19955	2806229		WORKFORCE DEVELOPMENT DEPARTMENT
ARAB AMERICAN & CHALDEAN COUNCIL	19955	2775339		WORKFORCE DEVELOPMENT DEPARTMENT
ARAB AMERICAN & CHALDEAN COUNCIL	19955	2714444		WORKFORCE DEVELOPMENT DEPARTMENT
ARAB AMERICAN & CHALDEAN COUNCIL	19955	2717186		WORKFORCE DEVELOPMENT DEPARTMENT
ARAB COMMUNITY CENTER	20424	2549478	ENGLISH AS A SECOND LANGUAGE	EMPLOYMENT AND TRAINING DEPARTMENT
ARAB COMMUNITY CENTER	20424	2519169	JOB SEARCH AND TRAINING (WORK FIRST)	EMPLOYMENT AND TRAINING DEPARTMENT
ARAB COMMUNITY CENTER	20424	2740257		WORKFORCE DEVELOPMENT DEPARTMENT
ARAB COMMUNITY CENTER FOR ECONOMIC SOCIAL SERVICES (ACCESS)	1070466	2778446		WORKFORCE DEVELOPMENT DEPARTMENT
ARAB COMMUNITY CENTER FOR ECONOMIC SOCIAL SERVICES (ACCESS)	1070466	2797751		WORKFORCE DEVELOPMENT DEPARTMENT
ARAB COMMUNITY CENTER FOR ECONOMIC SOCIAL SERVICES (ACCESS)	1070466	2800934		WORKFORCE DEVELOPMENT DEPARTMENT
ARAB COMMUNITY CENTER FOR ECONOMIC SOCIAL SERVICES (ACCESS)	1070466	2778768		WORKFORCE DEVELOPMENT DEPARTMENT
ARTHUR F SMITH ARCHITECTS	19092	2500783	CAMP MASTERPLAN	NO DEPARTMENT INDICATED
ASHPAUGH & SCULCO CPA PLC	1026075	2506711	RATE CONSULTANT	NON-DEPARTMENTAL
AVANCE COMMUNICATIONS INC	1017277	2589125		DEPARTMENT OF TRANSPORTATION
AVANCE COMMUNICATIONS INC	1017277	2544753	COMMUNICATIONS	HUMAN SERVICES DEPARTMENT
B & B POOLS AND SPAS	8897	2680662		RECREATION DEPARTMENT
B E I ASSOCIATES INC	1002153	2500794	PROFESSIONAL ENGINEERING SERVICES	DEPARTMENT OF PUBLIC WORKS
BABBIE DEVELOPERS	1100891	2753822	ROOF REPLACEMENT FORT WAYNE- QUARTERMASTER WAREHOUSE	RECREATION DEPARTMENT

<u>Name of Counterparty</u>	<u>Vendor #</u>	<u>Contract #</u>	<u>Description</u>	<u>City Department</u>
BAPCO-SUBSTANCE ABUSE	15997	2501510	MEDICAID SUBSTANCE ABUSE	NO DEPARTMENT INDICATED
BARNEY MCCOSKY BASEBALL LEAGUE	17329	2540757	36-NTV-NOF PUBLIC SERVICE CONTRACT	FINANCE DEPARTMENT
BARTECH GROUP	19194	2578539		FINANCE DEPARTMENT
BARTHEL CONTRACTING	6174	2506716	PAVEMENT RESURFACING, GROUP 95-3	DEPARTMENT OF PUBLIC WORKS
BARTHEL CONTRACTING	6174	2508554	WIDENING & RESURFACING	DEPARTMENT OF PUBLIC WORKS
BARTHEL CONTRACTING	6174	2508474	PAVEMENT RESURFACING, GROUP 96-5	DEPARTMENT OF PUBLIC WORKS
BARTHEL CONTRACTING	6174	2630995		DEPARTMENT OF PUBLIC WORKS
BARTHEL CONTRACTING	6174	2658806		DEPARTMENT OF PUBLIC WORKS
BDN INDUSTRIAL HYGIENE CONSULTANT	19807	2502471	ABATEMENT OF ASBESTOS	DEPARTMENT OF PUBLIC WORKS
BDO SEIDMAN LLP	1073285	2659484		LAW DEPARTMENT
BEACON ENERGY LLC	1088904	2699766		SEWERAGE DEPARTMENT
BEACON ENERGY LLC	1088904	2763942	PROVIDE CONSULTING SERVICES	PUBLIC LIGHTING DEPARTMENT
BEAL INC	1104822	2786319		RECREATION DEPARTMENT
BEI ASSOCIATES INC	19420	2586915		DEPARTMENT OF PUBLIC WORKS
BEI ASSOCIATES INC	19420	2576869		PUBLIC LIGHTING DEPARTMENT
BELLANCA BEATTIE & DELISLE PC	1002283	2515001	LEGAL SERVICES	FINANCE DEPARTMENT
BELLANCA BEATTIE & DELISLE PC	1002283	2502106	LEGAL SERVICES	NO DEPARTMENT INDICATED
BELLANCA BEATTIE & DELISLE PC	1002283	2618387	LEGAL SERVICES	LAW DEPARTMENT
BELMARC INC	1012648	2505560	PROFESSIONAL SERVICES	LAW DEPARTMENT
BERG MUIRHEAD AND ASSOCIATES	1051572	2758875		MAYOR'S OFFICE
BEST AMERICAN INDUSTRIAL	17038	2500949	PC-728 SKILLED TRADES ASSISTANCE	WATER DEPARTMENT
BEST AMERICAN INDUSTRIAL	17038	2501707	PC-716B SKILLED TRADES ASSISTANCE	SEWERAGE DEPARTMENT
BEST AMERICAN INDUSTRIAL	17038	2501442	SKILLED TRADES	NO DEPARTMENT INDICATED
BETTS MEDICAL GROUP LLC	1030943	2531569	PHYSICIAN SERVICES	HEALTH DEPARTMENT
BLACK & VEATCH	20115	2501009	PROFESSIONAL SERVICES	NO DEPARTMENT INDICATED
BLACK & VEATCH	20115	2502233	PROFESSIONAL SERVICES	WATER DEPARTMENT
BLACK & VEATCH	20115	2513459	CS-1193 SPRINGWELLS WTP FILTERS REHAB	SEWERAGE DEPARTMENT
BLACK CAUCUS FOUNDATION OF MICHIGAN	18481	2501792		HEALTH DEPARTMENT
BLACK FAMILY DEVELOPMENT INC	1012009	2508726	PROGRAM COORDINATION OF COOPER	FINANCE DEPARTMENT
BLACK FAMILY DEVELOPMENT INC	1012009	2506003	MEDICAID SUBSTANCE ABUSE	HEALTH DEPARTMENT
BLACK FAMILY DEVELOPMENT INC	1012009	2784374		HUMAN SERVICES DEPARTMENT
BLACK FAMILY DEVELOPMENT INC	1012009	2761029		HUMAN SERVICES DEPARTMENT
BLOUNT ENGINEERS INC.	13566	2500972	PROFESSIONAL SERVICES	PUBLIC LIGHTING DEPARTMENT
BODMAN LONGLEY DAHLING LLP	1000341	2507188	LEGAL SERVICES	LAW DEPARTMENT
BODMAN LONGLEY DAHLING LLP	1000341	2501800	LEGAL SERVICES	PUBLIC LIGHTING DEPARTMENT
BODMAN LONGLEY DAHLING LLP	1000341	2505006	LEGAL SERVICES	LAW DEPARTMENT
BODMAN LONGLEY DAHLING LLP	1000341	2501852	LEGAL SERVICES	PLANNING AND DEVELOPMENT DEPARTMENT

<u>Name of Counterparty</u>	<u>Vendor #</u>	<u>Contract #</u>	<u>Description</u>	<u>City Department</u>
BONIFACE HUMAN SRVS	19449	2501513	MEDICAID SUBSTANCE ABUSE	NO DEPARTMENT INDICATED
BOOK TOWER PROPERTIES	17275	2501820		MUNICIPAL PARKING DEPARTMENT
BOOKER T WASHINGTON	17389	2517857	PUBLIC FACILITY REHABILITATION	FINANCE DEPARTMENT
BOOMER CO	19949	2784930	CITY OF DETROIT CONSTRUCTION CONTRACT	RECREATION DEPARTMENT
BOOTH RESEARCH GROUP INC	1058277	2585080		POLICE DEPARTMENT
BOOTH RESEARCH GROUP INC	1058277	2759498	DPD PROMOTIONAL EXAMINATION	POLICE DEPARTMENT
BRACEFUL & ASOCIATES PC	1002357	2508823	LEGAL SERVICES	FINANCE DEPARTMENT
BRACEFUL & ASOCIATES PC	1002357	2507332	LEGAL SERVICES: TROMEUR V CITY	LAW DEPARTMENT
BRADY HATHAWAY PC	20356	2505092	LEGAL SERVICES: VINES/CHILDS V CITY	LAW DEPARTMENT
BRIGHTMOOR COMMUNITY CENTER	18407	2501479	PUBLIC FACILITY REHAB	NO DEPARTMENT INDICATED
C & H BUILDERS	1025257	2544437	HOME WEATHERIZATION	FINANCE DEPARTMENT
C & H BUILDERS	1025257	2524574	WEATHERIZATION PROGRAM	HUMAN SERVICES DEPARTMENT
C & H BUILDERS	1025257	2543531	LIHEAP-HOME WEATHERIZATION PROGRAM	HUMAN SERVICES DEPARTMENT
C & H BUILDERS	1025257	2793400		HUMAN SERVICES DEPARTMENT
CAASTI CONTRACTING SERVICES INC	1066086	2799257	CPATTON PARK IMPROVEMENT	RECREATION DEPARTMENT
CAASTI CONTRACTING SERVICES INC	1066086	2799260	BELLE ISLE - TENNIS COURT RENOVATIONS	RECREATION DEPARTMENT
CAASTI CONTRACTING SERVICES INC	1066086	2789963	LITTLEFIELD PLAYFIELD RENOVATIONS	RECREATION DEPARTMENT
CAASTI CONTRACTING SERVICES INC	1066086	2798602	WINGLE PLAYLOT IMPROVEMENTS	RECREATION DEPARTMENT
CADILLAC TOWER MI LLC	1117104	2810553		BUDGET DEPARTMENT
CAMP DRESSER & MCKEE	23444	2502287		SEWERAGE DEPARTMENT
CAMP DRESSER & MCKEE	23444	2500893	CS-1285 COMBINED SEWER	SEWERAGE DEPARTMENT
CAMP DRESSER & MCKEE	23444	2638915		WATER DEPARTMENT
CAPITAL ACCESS INC	1033428	2536054	CONSULTING AGREEMENT	PLANNING AND DEVELOPMENT DEPARTMENT
CAPITAL COMPUTER SOLUTIONS	16316	2507466	IMAGING SYSTEM (FICS #76497)	HEALTH DEPARTMENT
CAPITAL COMPUTER SOLUTIONS	16316	2760099		HEALTH DEPARTMENT
CARE GIVERS	19339	2510116	HOMELESSNESS PREVENTION	FINANCE DEPARTMENT
CAREERWORKS INC	10310	2501469	SUMMER PROGRAM	NO DEPARTMENT INDICATED
CAREERWORKS INC	10310	2518192	WORK FIRST JOB PLACEMENT	EMPLOYMENT AND TRAINING DEPARTMENT
CAREERWORKS INC	10310	2526127	YOUTH SERVICES PROGRAM PY2000	EMPLOYMENT AND TRAINING DEPARTMENT
CAREERWORKS INC	10310	2539830	FOOD STAMP - 10/01/00 - 9/30/01	EMPLOYMENT AND TRAINING DEPARTMENT
CAREERWORKS INC	10310	2560643	FOOD STAMP 2001-2002	EMPLOYMENT AND TRAINING DEPARTMENT
CAREERWORKS INC	10310	2553148	WIA SUMMER COORDINATION	EMPLOYMENT AND TRAINING DEPARTMENT
CAREERWORKS INC	10310	2530117	WIA SUMMER - MICROSOFT PROGRAM	EMPLOYMENT AND TRAINING DEPARTMENT
CAREERWORKS INC	10310	2536669	WIA-ELECTRONICS & TELECOMMUNICATIONS	EMPLOYMENT AND TRAINING DEPARTMENT
CAREERWORKS INC	10310	2740262		WORKFORCE DEVELOPMENT DEPARTMENT
CARNEGIE MORGAN PARTNERS	18655	2600434		FINANCE DEPARTMENT
CASS COMMUNITY SOCIAL SERVICES INC	1057639	2539246	PUBLIC SERVICE FOR THE HOMELESS	HUMAN SERVICES DEPARTMENT
CASS COMMUNITY SOCIAL SERVICES INC	1057639	2521565	FOOD PROGRAM, EASTSIDE AND WESTSIDE	HUMAN SERVICES DEPARTMENT

<u>Name of Counterparty</u>	<u>Vendor #</u>	<u>Contract #</u>	<u>Description</u>	<u>City Department</u>
CASS COMMUNITY SOCIAL SERVICES INC	1057639	2570923		HUMAN SERVICES DEPARTMENT
CASS COMMUNITY SOCIAL SERVICES INC	1057639	2775168		HUMAN SERVICES DEPARTMENT
CASS COMMUNITY UNITED	18514	2559508	CASE MANAGEMENT AND COUNSELING	DEPARTMENT OF PUBLIC WORKS
CASS COMMUNITY UNITED	18514	2515503	WARMING CENTER FOR HOMELESS	HUMAN SERVICES DEPARTMENT
CASS COMMUNITY UNITED METHODIST	7182	2588909		HUMAN SERVICES DEPARTMENT
CASS CORRIDOR NEIGHBORHOOD DEVELOPMENT CORP	20452	2506844	PRE-DEVELOPMENT ACTIVITIES	FINANCE DEPARTMENT
CATHOLIC SOCIAL SERVICES	3536	2501515	MEDICAID SUBSTANCE ABUSE	NO DEPARTMENT INDICATED
CATHOLIC YOUTH ORGANIZATION	1961	2501808	SUBSTANCE ABUSE COORDINATION AGENCY	NO DEPARTMENT INDICATED
CC JOHNSON MALHOTRA PC	16151	2500984	DISINFECTION FACILITIES DWSD CS-1150	SEWERAGE DEPARTMENT
CDL TRAINING SCHOOL LLC	1064701	2804809		HUMAN SERVICES DEPARTMENT
CDL TRAINING SCHOOL LLC	1064701	2775174		HUMAN SERVICES DEPARTMENT
CEI MICHIGAN LLC	1104760	2785400	EASTERN MARKET SHED NO. 3 RENOVATIONS	RECREATION DEPARTMENT
CEI MICHIGAN LLC	1104760	2785393	CONSTRUCTION CONTRACT FOR EASTERN MARKET SHED NO. 3	RECREATION DEPARTMENT
CENTRAL MAINTENANCE SERVICE	9209	2501782	36/LS - MANAGEMENT SERVICES	PLANNING AND DEVELOPMENT DEPARTMENT
CENTRAL UNITY METHODIST CHURCH	5570	2503083	PUBLIC SERVICE CONTRACT	FINANCE DEPARTMENT
CENTURY CEMENT CO INC	1393	2520066	REPAIR OF DAMAGED SIDEWALKS	DEPARTMENT OF PUBLIC WORKS
CENTURY CEMENT CO INC	1393	2541213	REPAIR OF DAMAGED SIDEWALKS	DEPARTMENT OF PUBLIC WORKS
CHARFOOS & CHRISTENSEN	19681	2599095	LEGAL SERVICES	LAW DEPARTMENT
CHARLES MERZ	19485	2501931	BELLE ISLE PICNIC SHELTER	NO DEPARTMENT INDICATED
CHECKER CAB	1002656	2533466		HUMAN SERVICES DEPARTMENT
CHECKER CAB	1002656	2620877		HUMAN SERVICES DEPARTMENT
CHECKER CAB	1002656	2775459		HUMAN SERVICES DEPARTMENT
CHECKER CAB	1002656	2803649		HUMAN SERVICES DEPARTMENT
CHECKER CAB	6574	2743785		HUMAN SERVICES DEPARTMENT
CHILD CARE COORDINATING COUNCIL OF DETROIT	18279	2751505		HUMAN SERVICES DEPARTMENT
CHILD CARE COORDINATING COUNCIL OF DETROIT	18279	2774001		HUMAN SERVICES DEPARTMENT
CHILDREN & YOUTH INITIATIVE OF DETROIT	18304	2516007	EMPOWERMENT ZONE- PUBLIC SERVICES	PLANNING AND DEVELOPMENT DEPARTMENT
CHILDREN & YOUTH INITIATIVE OF DETROIT	18304	2500872		NO DEPARTMENT INDICATED
CHILDREN & YOUTH INITIATIVE OF DETROIT	18304	2554216	EMPOWERMENT ZONE- PUBLIC SERVICES	FINANCE DEPARTMENT
CHILDREN & YOUTH INITIATIVE OF DETROIT	18304	2532118	EMPOWERMENT ZONE - PUBLIC SERVICES	PLANNING AND DEVELOPMENT DEPARTMENT

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CHILDRENS AID SOCIETY	1002607	2618760		POLICE DEPARTMENT
CHILDRENS AID SOCIETY	1002607	2620357		HUMAN SERVICES DEPARTMENT
CHILDRENS AID SOCIETY	1002607	2563913		FINANCE DEPARTMENT
CHILDRENS AID SOCIETY	1002607	2740222		WORKFORCE DEVELOPMENT DEPARTMENT
CHILDRENS AID SOCIETY	1002607	2775157		HUMAN SERVICES DEPARTMENT
CHILDRENS AID SOCIETY	1049240	2614565		HUMAN SERVICES DEPARTMENT
CHILDRENS AID SOCIETY	1049240	2778775		WORKFORCE DEVELOPMENT DEPARTMENT
CHILDRENS AID SOCIETY	1049240	2778778		WORKFORCE DEVELOPMENT DEPARTMENT
CHILDRENS AID SOCIETY	1049240	2800817		WORKFORCE DEVELOPMENT DEPARTMENT
CHILDRENS CENTER OF WAYNE COUNTY	12390	2501646	MEDICAID SUBSTANCE ABUSE	NO DEPARTMENT INDICATED
CHILDRENS CENTER OF WAYNE COUNTY	12390	2535133	HEAD START MENTAL CONSULTANT SERVICES	HUMAN SERVICES DEPARTMENT
CHILDRENS CENTER OF WAYNE COUNTY	12390	2516136	MENTAL HEALTH CONSULTANT SERVICES	HUMAN SERVICES DEPARTMENT
CHILDRENS CENTER OF WAYNE COUNTY	12390	2569653		HUMAN SERVICES DEPARTMENT
CHILDRENS CENTER OF WAYNE COUNTY	12390	2501812	SUBSTANCE ABUSE COORDINATION AGENCY	HEALTH DEPARTMENT
CHRISTIAN GUIDANCE CENTER	18739	2501814	SUBSTANCE ABUSE COORDINATION AGENCY	HEALTH DEPARTMENT
CITY CONNECT DETROIT	1082718	2796700		WORKFORCE DEVELOPMENT DEPARTMENT
CITY OF WALLED LAKE	1022740	2520346	EXTENSION WATER MAIN	WATER DEPARTMENT
CLARK & ASSOCIATES PC	1008458	2543328	ADDICTION TREATMENT	HEALTH DEPARTMENT
CLARK & ASSOCIATES PC	1008458	2539765	TRAINING WORK FIRST PROGRAM	HEALTH DEPARTMENT
CLARK & ASSOCIATES PC	1008458	2539650	YOUTH DEPARTMENT SAFETY PROGRAM	HEALTH DEPARTMENT
CLARK & ASSOCIATES PC	1008458	2675311		HUMAN SERVICES DEPARTMENT
CLARK ASSOCIATES INC	15176	2625022		HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2504251	MEDICAID SUBSTANCE ABUSE	HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2518285	CLARK MASTER - SUBSTANCE ABUSE	HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2588764		HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2536507	CLARK - MEDICAID	HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2670290		HUMAN SERVICES DEPARTMENT
CLARK ASSOCIATES INC	15176	2689636		HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2534097	SUBSTANCE ABUSE MASTER AGREEMENT	HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2559955	CLARK- MEDICAID	HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2518292	CLARK MEDICAID-MASTER	HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2518483	CLARK - DRUG EDUCATION	HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2506642	EDUCATE FYE 6/30/99 CLARK/POLICE	HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2501252		HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2557597	CLARK MASTER - SUBSTANCE ABUSE	HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2625016		HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2527241	YOUTH DEPT. SAFETY ASSESSMENT PROG.	HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2618554		HEALTH DEPARTMENT

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CLARK ASSOCIATES INC	15176	2502443		HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2618552		HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2700218		RECREATION DEPARTMENT
CLARK ASSOCIATES INC	15176	2515854	CLARK - CCA- FYE 6/30/00 SPO2515857	HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2779347		HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2797389		HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2750134		HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2747666		HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2779369		HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2756507		HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2805210		HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2875766	S.A.F.E.T.Y. PROGRAM	HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2776664		HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2779355		HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2755767		HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2801963		HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2803778		HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2786574		HEALTH DEPARTMENT
CLARK ASSOCIATES INC	15176	2759243		HEALTH DEPARTMENT
CLARK HILL	7778	2501937	LEGAL SERVICES	LAW DEPARTMENT
CLARK HILL	7778	2543385	LEGAL SERVICES	LAW DEPARTMENT
CLARK HILL	7778	2875313		WATER DEPARTMENT
CLARKS CONSTRUCTION	1016952	2679759		RECREATION DEPARTMENT
CLARKS CONSTRUCTION	1016952	2636522		RECREATION DEPARTMENT
CLARKS CONSTRUCTION	1016952	2713626		RECREATION DEPARTMENT
CLARKS CONSTRUCTION	1016952	2714063		RECREATION DEPARTMENT
CLARKS CONSTRUCTION	1016952	2715398		RECREATION DEPARTMENT
CLARKS CONSTRUCTION	1016952	2731184	PARK & PLAYGROUND IMPROVEMENTS	RECREATION DEPARTMENT
CLARKS CONSTRUCTION	1016952	2709777		RECREATION DEPARTMENT
CLARKS CONSTRUCTION	1016952	2756725	PARK & PLAYGROUND IMPROVEMENTS	RECREATION DEPARTMENT
CLARKS CONSTRUCTION	1016952	2789767	LAKER PLAYGROUND IMPROVEMENTS	RECREATION DEPARTMENT
CLAYTON ENVIRONMENTAL	1002564	2519814	EPA PERMITS & DEREGULATIONS	PUBLIC LIGHTING DEPARTMENT
CMTS INC	18181	2501924	FICS 074776 INSPECTION SERVICES	DEPARTMENT OF PUBLIC WORKS
COHL STOKER TOSKEY & MCCLINCHEY PC	1081162	2661933		CITY COUNCIL
COMMUNITY & EDUCATIONAL SERVICES INC	1059876	2777992	EMERGENCY SHELTER SERVICES	HUMAN SERVICES DEPARTMENT
COMMUNITY DEVELOPMENT SOLUTIONS LLC	1057282	2695015		RECREATION DEPARTMENT

<u>Name of Counterparty</u>	<u>Vendor #</u>	<u>Contract #</u>	<u>Description</u>	<u>City Department</u>
COMMUNITY DEVELOPMENT SOLUTIONS LLC	1057282	2675021		RECREATION DEPARTMENT
COMMUNITY HEALTH AWARENESS GROUP INC	1051231	2571474		HEALTH DEPARTMENT
COMMUTER TRANSPORTATION	15328	2510505	SHUTTLE SERVICE	CIVIC CENTER DEPARTMENT
COMPREHENSIVE DATA PROCESSING	11248	2502241	PROGRAMMING CODING	INFORMATION TECHNOLOGY SERVICES
COMPUTECH CORPORATION	1054040	2574424		NON-DEPARTMENTAL
COMPUTECH CORPORATION	1054040	2620775		NON-DEPARTMENTAL
COMPUWARE CORPORATION	1003122	2595111		NON-DEPARTMENTAL
COMPUWARE CORPORATION	1003122	2607365		WATER DEPARTMENT
CONNOLLY RODGERS & SCHARMAN PLLC	1089154	2703083		LAW DEPARTMENT
CONSULTING ENGINEERING ASSOCIATES INC	1806	2514647	ELECTRICAL DESIGN-HIGHWAYS PROJECTS	DEPARTMENT OF PUBLIC WORKS
CONSULTING ENGINEERING ASSOCIATES INC	1806	2508478	ENGINEERING	WATER DEPARTMENT
CONSULTING ENGINEERING ASSOCIATES INC	1806	2544911	FICS CONTRACT # 064150, ELECTRICAL DESIGN	DEPARTMENT OF PUBLIC WORKS
CONSULTING ENGINEERING ASSOCIATES INC	1806	2544914	FICS CONTRACT 065783, ELECTRICAL DESIGN	DEPARTMENT OF PUBLIC WORKS
CORPORATE ASSET MANAGEMENT INC	1022860	2607935		DEPARTMENT OF TRANSPORTATION
COUNCIL OF ACTION UNITED FOR SERVICE EFFORTS	14189	2608202		FINANCE DEPARTMENT
COUNCIL OF ISLAMIC ORGANIZATIONS	20305	2501825	SUBSTANCE ABUSE COORDINATION AGENCY	NO DEPARTMENT INDICATED
COURRIER & I	-	2506952		LAW DEPARTMENT
COUZENS LANSKY FEALK ELLIS ROEDER & LAZAR	19705	2534094	LEGAL SERVICES	LAW DEPARTMENT
COVENANT HOUSE OF MICHIGAN	1049191	2614501		EMPLOYMENT AND TRAINING DEPARTMENT
COVENANT HOUSE OF MICHIGAN	1049191	2622827		EMPLOYMENT AND TRAINING DEPARTMENT
COVENANT HOUSE OF MICHIGAN	1049191	2563788	SUPPORTIVE HOUSING	HUMAN SERVICES DEPARTMENT
CREEKSIDE COMMUNITY DEVELOPMENT CORPORATION	1024525	2752940		PLANNING AND DEVELOPMENT DEPARTMENT
CSFB 1998 P1 WOODWARD OFFICE LLC	1074168	2652205		FINANCE DEPARTMENT
CUMMINGS MCCLOREY DAVIS	19999	2502111	LEGAL SERVICES: JANE DOE V P.O. JOURNEY	LAW DEPARTMENT
CUMMINGS MCCLOREY DAVIS	19999	2502154	LEGAL SERVICES	NO DEPARTMENT INDICATED
CURTIS & ASSOCIATES	18886	2563163	JOB SEARCH WORK FIRST/WTW 2001	EMPLOYMENT AND TRAINING DEPARTMENT
CVS	1026222	2782910		WORKFORCE DEVELOPMENT DEPARTMENT
D A CENTRAL INC	1020403	2860051	SECURITY SURVEILLANCE SYSTEM	NO DEPARTMENT INDICATED
D C BYERS COMPANY DETROIT	15847	2502244	FORD RD RESERVOIR REHAB	WATER DEPARTMENT

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D P VANBLARICOM INC	1011787	2517238	ESTATE OF LARRY BELL V CITY	LAW DEPARTMENT
DATA COMPRESSION TECHNOLOGY INC.	1057080	2584759		FINANCE DEPARTMENT
DATA CONSULTING GROUP INC	18268	2507857	PARKING TICKETS	MUNICIPAL PARKING DEPARTMENT
DAVID ANDERSON & CATHY STULL	16925	2500749		LAW DEPARTMENT
DBAKER SOLUTIONS	1027729	2526961	CONCESSIONS CONTRACT CONSULTANT	ZOO
DECISION CONSULTANTS INC	14788	2502051	PROGRAMMING CODING	INFORMATION TECHNOLOGY SERVICES
DELOITTE & TOUCHE LLP	17837	2527977	COMPENSATION/CLASSIFICATION PLANNING	WATER DEPARTMENT
DELOITTE & TOUCHE LLP	17837	2592267		CITY COUNCIL
DEMARIA BUILDING COMPANY	19428	2819183	SKILLED TRADES REPAIR AND MAINTENANCE	GENERAL SERVICES DEPARTMENT
DEMARIA BUILDING COMPANY	19428	2706154	BELLE ISLE CONSERVATORY RENOVATIONS	RECREATION DEPARTMENT
DEMARIA BUILDING COMPANY	19428	2832912	EQUIPMENT PURCHASE AND INSTALLATION	WATER DEPARTMENT
DETROIT AREA AGENCY ON AGING	10643	2803629		HUMAN SERVICES DEPARTMENT
DETROIT AREA AGENCY ON AGING	10643	2743788		HUMAN SERVICES DEPARTMENT
DETROIT AREA AGENCY ON AGING	10643	2775457		HUMAN SERVICES DEPARTMENT
DETROIT AREA HEALTH COUNCIL INC	1069815	2619988		RECREATION DEPARTMENT
DETROIT ASSOC OF WOMENS CLUBS	14566	2514218	PUBLIC FACILITY REHAB-FICS #74834	FINANCE DEPARTMENT
DETROIT ASSOCIATION OF BLACK ORGANIZATIONS	16148	2501915	PUBLIC SERVICE	NO DEPARTMENT INDICATED
DETROIT ASSOCIATION OF BLACK ORGANIZATIONS	16148	2502124		NO DEPARTMENT INDICATED
DETROIT ASSOCIATION OF BLACK ORGANIZATIONS	16148	2807055		WORKFORCE DEVELOPMENT DEPARTMENT
DETROIT ASSOCIATION OF BLACK ORGANIZATIONS	16148	2761547		WORKFORCE DEVELOPMENT DEPARTMENT
DETROIT ASSOCIATION OF BLACK ORGANIZATIONS	16148	2740241		WORKFORCE DEVELOPMENT DEPARTMENT
DETROIT BOARD OF EDUCATION	1569	2503530	JOB SEARCH & PLACEMENT	EMPLOYMENT AND TRAINING DEPARTMENT
DETROIT BOARD OF EDUCATION	1569	2508003	EZ-PUBLIC SERVICE	FINANCE DEPARTMENT
DETROIT BOARD OF EDUCATION	1569	2516130	DISABILITY SUPPORT TEAM	HUMAN SERVICES DEPARTMENT
DETROIT BOARD OF EDUCATION	1569	2501369	CAREER PREP PLANNING	EMPLOYMENT AND TRAINING DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2500796	WINTER HOLDING & LIGHTING	ZOO
DETROIT BUILDING AUTHORITY	9266	2510115	DPD SECURITY SYSTEM UPGRADE	RECREATION DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2500859	HUBER BUILDING RESTORE	RECREATION DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2513351		INFORMATION TECHNOLOGY SERVICES
DETROIT BUILDING AUTHORITY	9266	2593193		POLICE DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2530203	CENTER & SITE IMPROVE	RECREATION DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2526905	FIRE DETECTION, ALARM & SUPPRESSION	ZOO

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DETROIT BUILDING AUTHORITY	9266	2501859	EASTERN MARKET RENOVATIONS	RECREATION DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2545275	SECURITY SYSTEM UPGRADE	POLICE DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2503827	CUSTOMER SERVICE CENTER	FINANCE DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2501051	FIRESTATION RENOVATION PROGRAM	FIRE DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2636298		CIVIC CENTER DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2508408	BUILDING RENOVATIONS	FINANCE DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2500748	PARKING IMPROVEMENTS	ZOO
DETROIT BUILDING AUTHORITY	9266	2540535		POLICE DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2502360		PLANNING AND DEVELOPMENT DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2630384		CIVIC CENTER DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2514346	INFRASTRUCTURE IMPROVEMENTS	PLANNING AND DEVELOPMENT DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2516282	FIRE SUPPRESSION AND DETECTION SYSTEM	CIVIC CENTER DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2501977	ADAMS BUTZEL CENTER	RECREATION DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2506561	COLEMAN A. YOUNG & ROBERTO CLEMENTE CENTERS IMPROVEMENTS	RECREATION DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2560470	2001-02 CAPITAL IMPROVEMENT PROGRAM	CIVIC CENTER DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2500743	BIRD & TIGER RENOVATION	ZOO
DETROIT BUILDING AUTHORITY	9266	2691117		FIRE DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2506912		RECREATION DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2501579	MCCABE FIELD HOUSE SITE IMPROVEMENTS	RECREATION DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2501961	MADISON CTR IMPROVEMENTS	NO DEPARTMENT INDICATED
DETROIT BUILDING AUTHORITY	9266	2653472		ZOO
DETROIT BUILDING AUTHORITY	9266	2505570	B.I. CANAL FICS CONTRACT# 073005	FINANCE DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2594879		RECREATION DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2517916		HUMAN SERVICES DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2600472		FINANCE DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2544837	PUBLIC IMPROVEMENTS AT WOODWARD	PLANNING AND DEVELOPMENT DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2654364		CIVIC CENTER DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2532375		RECREATION DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2505579		FINANCE DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2536241	COBO CENTERS CAPITAL PROGRAM	CIVIC CENTER DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2619410		CIVIC CENTER DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2688656		FIRE DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2505726	MINATURE RAILROAD RENOVATION	ZOO
DETROIT BUILDING AUTHORITY	9266	2531292	ARCHITECTURAL PROGRAMMING	POLICE DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2561933	CAPITAL IMPROVEMENTS	CIVIC CENTER DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2517985		HISTORICAL

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DETROIT BUILDING AUTHORITY	9266	2638245		CIVIC CENTER DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2500762		RECREATION DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2545352		FINANCE DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2706199		POLICE DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2767791		CIVIC CENTER DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2630436		CIVIC CENTER DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2739330		CIVIC CENTER DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2726923		CIVIC CENTER DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2719133		CIVIC CENTER DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2630388		CIVIC CENTER DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2501957	CAPITAL PROJECTS	HEALTH DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2697790		CIVIC CENTER DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2630408		CIVIC CENTER DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2626704		HISTORICAL
DETROIT BUILDING AUTHORITY	9266	2675809		ZOO
DETROIT BUILDING AUTHORITY	9266	2550346	GROUND CARE PROJECT	RECREATION DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2675818		ZOO
DETROIT BUILDING AUTHORITY	9266	2583964		RECREATION DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2627766		RECREATION DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2653471		ZOO
DETROIT BUILDING AUTHORITY	9266	2710513		POLICE DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2651003		CIVIC CENTER DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2697809		CIVIC CENTER DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2560660	DETENTION CENTERS/POLICE HEADQUARTERS	FINANCE DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2796726		AIRPORT DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2865303		DETROIT OFFICE OF HOMELAND SECURITY
DETROIT BUILDING AUTHORITY	9266	2749361		PUBLIC LIGHTING DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2568320		RECREATION DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2510335	RENOVATION AT PRECINCTS 2, 5, 7, & 11	POLICE DEPARTMENT
DETROIT BUILDING AUTHORITY	9266	2510162		POLICE DEPARTMENT
DETROIT CATHOLIC PASTORAL	18185	2855625		PLANNING AND DEVELOPMENT DEPARTMENT
DETROIT CATHOLIC PASTORAL	18185	2778107		PLANNING AND DEVELOPMENT DEPARTMENT
DETROIT CATHOLIC PASTORAL	18185	2554997	NEW CONTRACT SET-UP	PLANNING AND DEVELOPMENT DEPARTMENT
DETROIT CENTRAL CITY COMMUNITY	17253	2501790	PUBLIC FACILITY REHAB	NO DEPARTMENT INDICATED
DETROIT DISCOUNT DISTRIBUTORS INC	1027457	2526361	EMERGENCY FOOD	HUMAN SERVICES DEPARTMENT
DETROIT EAST COMMUNITY MENTAL	1005394	2663209		DEPARTMENT OF TRANSPORTATION
DETROIT EAST COMMUNITY MENTAL	1005394	2719895		DEPARTMENT OF TRANSPORTATION
DETROIT EAST INC	13771	2520517	TRANSITIONAL HOUSING	HUMAN SERVICES DEPARTMENT

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DETROIT ECONOMIC GROWTH CORPORATION	7662	2515604	PROFESSIONAL ECONOMIC DEVELOPMENT	PLANNING AND DEVELOPMENT DEPARTMENT
DETROIT ECONOMIC GROWTH CORPORATION	7662	2784670	ECONOMIC DEVELOPMENT SERVICES	PLANNING AND DEVELOPMENT DEPARTMENT
DETROIT ECONOMIC GROWTH CORPORATION	7662	2753574		PLANNING AND DEVELOPMENT DEPARTMENT
DETROIT ECONOMIC GROWTH CORPORATION	7662	2809284		PLANNING AND DEVELOPMENT DEPARTMENT
DETROIT ECONOMIC GROWTH CORPORATION	7662	2725283		PLANNING AND DEVELOPMENT DEPARTMENT
DETROIT EDISON COMPANY	5636	2501179		NO DEPARTMENT INDICATED
DETROIT ELECTRICAL SERVICES LLC	1059639	2676228		WATER DEPARTMENT
DETROIT ENTREPRENEURSHIP INST	1036516	2562737	SELF EMPLOYMENT INITIATIVE	WORKFORCE DEVELOPMENT DEPARTMENT
DETROIT ENTREPRENEURSHIP INST	1036516	2507446	P&DD/PS FICS CONTRACT #75285	FINANCE DEPARTMENT
DETROIT HISPANIC	20401	2564466	JOB SEARCH AND PLACEMENT	EMPLOYMENT AND TRAINING DEPARTMENT
DETROIT HOUSING COMMISSION	1033965	2801908	FUNDING AGREEMENT	DEPARTMENT OF PUBLIC WORKS
DETROIT HOUSING COMMISSION	1033965	2833063	FUNDING AGREEMENT	DEPARTMENT OF PUBLIC WORKS
DETROIT HOUSING COMMISSION	1033965	2669571		HOUSING DEPARTMENT
DETROIT LIGHT HOUSE PROGRAM	1001492	2501736	MEDICAID SUBSTANCE ABUSE	HEALTH DEPARTMENT
DETROIT LIGHT HOUSE PROGRAM	1001492	2515558	SUBSTANCE ABUSE FYE 9/99	HEALTH DEPARTMENT
DETROIT MEDICAL CENTER	20097	2501916	MEDICAL SERVICES	NO DEPARTMENT INDICATED
DETROIT METRO CONVENTION	1027508	2615728		CIVIC CENTER DEPARTMENT
DETROIT NEIGHBORHOOD & FAMILY INITIATIVE	1018914	2520602	EMPOWERMENT ZONE - PUBLIC SERVICE	PLANNING AND DEVELOPMENT DEPARTMENT
DETROIT NEIGHBORHOOD DEVELOPMENT CORP	1035571	2539512	NEIGHBORHOOD REVITALIZATION	PLANNING AND DEVELOPMENT DEPARTMENT
DETROIT NONPROFIT HOUSING CORPORATION	10641	2514457	NOF PUBLIC SERVICE CONTRACT	FINANCE DEPARTMENT
DETROIT PUBLIC SCHOOLS	1835	2587295		HUMAN SERVICES DEPARTMENT
DETROIT PUBLIC SCHOOLS	1835	2557062	2001-2002 HEAD START CONTRACT	HUMAN SERVICES DEPARTMENT
DETROIT PUBLIC SCHOOLS	1835	2532505	HEAD START PROGRAM	HUMAN SERVICES DEPARTMENT
DETROIT PUBLIC SCHOOLS	1835	2617076		EMPLOYMENT AND TRAINING DEPARTMENT
DETROIT PUBLIC SCHOOLS	1835	2657665		WORKFORCE DEVELOPMENT DEPARTMENT
DETROIT PUBLIC SCHOOLS	1835	2663934		WORKFORCE DEVELOPMENT DEPARTMENT
DETROIT PUBLIC SCHOOLS	1835	2571396		EMPLOYMENT AND TRAINING DEPARTMENT
DETROIT PUBLIC SCHOOLS	1835	2512549	HEAD START SERVICES	HUMAN SERVICES DEPARTMENT
DETROIT PUBLIC SCHOOLS	1835	2771471		HUMAN SERVICES DEPARTMENT
DETROIT PUBLIC SCHOOLS	1835	2767770		HUMAN SERVICES DEPARTMENT

<u>Name of Counterparty</u>	<u>Vendor #</u>	<u>Contract #</u>	<u>Description</u>	<u>City Department</u>
DETROIT RADIO TEAM	1118437	2873778		WATER DEPARTMENT
DETROIT RESCUE MISSION MINISTRIES	14618	2502297	PERMANENT SHELTER & SUPPORT	HEALTH DEPARTMENT
DETROIT RESCUE MISSION MINISTRIES	14618	2560689	SUPPORTIVE SERVICES	HUMAN SERVICES DEPARTMENT
DETROIT RESCUE MISSION MINISTRIES	14618	2619840		HUMAN SERVICES DEPARTMENT
DETROIT RESCUE MISSION MINISTRIES	14618	2548291	TRANSITIONAL HOUSING (FICS #076950)	FINANCE DEPARTMENT
DETROIT RESCUE MISSION MINISTRIES	14618	2501406	SHELTER FOR THE HOMELESS (FICS #079045)	HUMAN SERVICES DEPARTMENT
DETROIT RESCUE MISSION MINISTRIES	14618	2559511	CASE MANAGEMENT AND COUNSELING	HUMAN SERVICES DEPARTMENT
DETROIT RESCUE MISSION MINISTRIES	14618	2588816		HUMAN SERVICES DEPARTMENT
DETROIT RESCUE MISSION MINISTRIES	14618	2751508		HUMAN SERVICES DEPARTMENT
DETROIT RESCUE MISSION MINISTRIES	14618	2774007		HUMAN SERVICES DEPARTMENT
DETROIT SNAP INC	19532	2501606	PUBLIC SERVICE	NO DEPARTMENT INDICATED
DETROIT SPECTRUM PAINTERS INC	11290	2785384	EASTERN MARKET RENOVATIONS	RECREATION DEPARTMENT
DETROIT TIGERS BASEBALL CLUB	1036628	2575026		PLANNING AND DEVELOPMENT DEPARTMENT
DETROIT TRANSPORTATION CORP DN2	14896	2624573		DEPARTMENT OF TRANSPORTATION
DETROIT URBAN LEAGUE	1587	2518492	DHS EMERGENCY NEED SERVICES PROGRAM	HUMAN SERVICES DEPARTMENT
DETROIT URBAN LEAGUE	1587	2504264	CAREER DEVELOPMENT TRAINING	HUMAN SERVICES DEPARTMENT
DETROIT URBAN LEAGUE	1587	2620591		HUMAN SERVICES DEPARTMENT
DETROIT URBAN LEAGUE	1587	2575580		HUMAN SERVICES DEPARTMENT
DETROIT URBAN LEAGUE	1587	2563476	WAGES AND MILEAGE WEATHERIZATION WORKERS	HUMAN SERVICES DEPARTMENT
DETROIT URBAN LEAGUE	1587	2515009	WEATHERIZATION SPECIALIST	HUMAN SERVICES DEPARTMENT
DETROIT URBAN LEAGUE	1587	2512778	WEATHERIZATION INSPECTORS	HUMAN SERVICES DEPARTMENT
DETROIT URBAN LEAGUE	1587	2672024		HUMAN SERVICES DEPARTMENT
DETROIT URBAN LEAGUE	1587	2608694		HUMAN SERVICES DEPARTMENT
DETROIT URBAN LEAGUE	1587	2557533	JOB READINESS TRAINING	HUMAN SERVICES DEPARTMENT
DETROIT URBAN LEAGUE	1587	2557619	EMERGENCY NEEDS PROGRAM	HUMAN SERVICES DEPARTMENT
DETROIT URBAN LEAGUE	1587	2533037	CAREER DEVELOPMENT PROGRAM	HUMAN SERVICES DEPARTMENT
DETROIT URBAN LEAGUE	1587	2620874		HUMAN SERVICES DEPARTMENT
DETROIT URBAN LEAGUE	1587	2535487	EMERGENCY NEEDS PROGRAM.	HUMAN SERVICES DEPARTMENT
DETROIT URBAN LEAGUE	1587	2518497	PROVIDE COMPUTER SKILLS TRAINING	HUMAN SERVICES DEPARTMENT
DETROIT URBAN LEAGUE	1587	2588385		HUMAN SERVICES DEPARTMENT
DETROIT URBAN LEAGUE	1587	2804820		HUMAN SERVICES DEPARTMENT
DETROIT URBAN LEAGUE	1587	2775162		HUMAN SERVICES DEPARTMENT
DETROIT WAYNE JOINT BUILDING AUTHORITY	19336	2693328		BUDGET DEPARTMENT
DETROIT WAYNE JOINT BUILDING AUTHORITY	19336	2825805		BUDGET DEPARTMENT

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DETROIT WAYNE JOINT BUILDING AUTHORITY	19336	2738647		BUDGET DEPARTMENT
DETROIT WAYNE JOINT BUILDING AUTHORITY	19336	2770051		BUDGET DEPARTMENT
DETROIT WAYNE JOINT BUILDING AUTHORITY	19336	2714701		BUDGET DEPARTMENT
DETROIT WAYNE JOINT BUILDING AUTHORITY	19336	2800319		BUDGET DEPARTMENT
DETROIT WAYNE PORT AUTHORITY	10780	2501783		NON-DEPARTMENTAL
DETROIT WORKFORCE NETWORK INC	1071709	2623415		WORKFORCE DEVELOPMENT DEPARTMENT
DEVELOPMENT CENTER INC	16686	2563727	JOB SEARCH AND PLACEMENT	EMPLOYMENT AND TRAINING DEPARTMENT
DEVELOPMENT CENTER INC	16686	2597991		WORKFORCE DEVELOPMENT DEPARTMENT
DEVELOPMENT CENTER INC	16686	2627616		WORKFORCE DEVELOPMENT DEPARTMENT
DEVELOPMENT CENTER INC	16686	2658738		WORKFORCE DEVELOPMENT DEPARTMENT
DEVELOPMENT CENTER INC	16686	2778452		WORKFORCE DEVELOPMENT DEPARTMENT
DEVELOPMENT CENTER INC	16686	2725743		WORKFORCE DEVELOPMENT DEPARTMENT
DEVELOPMENT CENTER INC	16686	2806231		WORKFORCE DEVELOPMENT DEPARTMENT
DFT SECURITY TEAM JV	1081574	2658119		WATER DEPARTMENT
DICKINSON WRIGHT MOON VANDUSEN PLLC	7769	2504635	NEAL/WHITFIELD V ARCHER/JAMES	LAW DEPARTMENT
DICKINSON WRIGHT MOON VANDUSEN PLLC	7769	2501914	LEGAL SERVICES	NO DEPARTMENT INDICATED
DICKINSON WRIGHT MOON VANDUSEN PLLC	7769	2502116	LEGAL SERVICES: JOAN GHOGIAN V CITY	LAW DEPARTMENT
DICKINSON WRIGHT MOON VANDUSEN PLLC	7769	2500792	LEGAL SERVICES	LAW DEPARTMENT
DICKINSON WRIGHT MOON VANDUSEN PLLC	7769	2501982	LEGAL SERVICES	NO DEPARTMENT INDICATED
DICKINSON WRIGHT MOON VANDUSEN PLLC	7769	2502108	NORDE JAMES V CHIEF ISIAH MCKINNON	LAW DEPARTMENT
DICKINSON WRIGHT MOON VANDUSEN PLLC	7769	2504874	LEGAL SERVICES: CHILDS V CITY	LAW DEPARTMENT
DICKINSON WRIGHT MOON VANDUSEN PLLC	7769	2502115	LEGAL SERVICES: TAMARA HARMON V CITY	LAW DEPARTMENT
DICKINSON WRIGHT MOON VANDUSEN PLLC	7769	2502105	NAOMI CONAWAY V CITY OF DETROIT	LAW DEPARTMENT
DICKINSON WRIGHT PLLC	1023465	2522227	ANALYSIS OF PA 374; ARCHER V STATE	LAW DEPARTMENT
DICKINSON WRIGHT PLLC	1023465	2553236	LEGAL SERVICES	LAW DEPARTMENT

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DICKINSON WRIGHT PLLC	1023465	2534973	TIGER STADIUM MGMT AGREEMENT	LAW DEPARTMENT
DICKINSON WRIGHT PLLC	1023465	2546606	LEGAL SERVICES	LAW DEPARTMENT
DICKINSON WRIGHT PLLC	1023465	2543718	LEGAL SERVICES	LAW DEPARTMENT
DICKINSON WRIGHT PLLC	1023465	2803153	LEGAL SERVICES	LAW DEPARTMENT
DICKINSON WRIGHT PLLC	1023465	2765485	LEGAL SERVICES	LAW DEPARTMENT
DICKINSON WRIGHT PLLC	1023465	2781254	LEGAL SERVICES	LAW DEPARTMENT
DIVERSIFIED EDUCATIONAL SERVICE INC	18910	2561519	WORK FIRST/WELFARE TO WORK	EMPLOYMENT AND TRAINING DEPARTMENT
DIVERSIFIED EDUCATIONAL SERVICE INC	18910	2734876		WORKFORCE DEVELOPMENT DEPARTMENT
DOGWOOD BROOKSIDE NEIGHBORHOODS	1103646	2781555	SIDEWALKS, CURBS, AND APPROACHES	PLANNING AND DEVELOPMENT DEPARTMENT
DOMBROWSKI, ROBERT	20565	2501542	UNIFORM RELOCATION ASSTISTANCE	LAW DEPARTMENT
DON BOSCO HALL	20026	2501185		NO DEPARTMENT INDICATED
DON BOSCO HALL	20026	2595057		RECREATION DEPARTMENT
DON BOSCO HALL	20026	2622063		RECREATION DEPARTMENT
DON BOSCO HALL	20026	2778547		WORKFORCE DEVELOPMENT DEPARTMENT
DON BOSCO HALL	20026	2801085		WORKFORCE DEVELOPMENT DEPARTMENT
DOPAR SUPPORT SYSTEMS INC	21284	2713282		INFORMATION TECHNOLOGY SERVICES
DOWNTOWN DEVELOPMENT AUTHORITY	17716	2770230	LOWER WOODWARD IMPROVEMENT	DEPARTMENT OF PUBLIC WORKS
DOWNTOWN DEVELOPMENT AUTHORITY	17716	2563708	EQUIPMENT INSTALLATION	PUBLIC LIGHTING DEPARTMENT
DTWR LLC C/O FARBMAN GROUP	1066425	2604131		FINANCE DEPARTMENT
DTWR LLC C/O FARBMAN GROUP	1066425	2770218		BUDGET DEPARTMENT
DTWR LLC C/O FARBMAN GROUP	1066425	2738724		BUDGET DEPARTMENT
DUREN & ASSOCIATES	20479	2658590		WORKFORCE DEVELOPMENT DEPARTMENT
DYKEMA GOSSETT PLLC	22091	2517349	WASHINGTON, D.C. LEGISLATIVE SERVICES	LAW DEPARTMENT
DYKEMA GOSSETT PLLC	22091	2518125	U.S. DEPT OF JUSTICE DOT INVESTIGATION	LAW DEPARTMENT
DYKEMA GOSSETT PLLC	22091	2537039	ANDRE YOUNG A/K/A DR. DRE V CITY	LAW DEPARTMENT
DYKEMA GOSSETT PLLC	22091	2537005	WASHINGTON D.C. LIAISON	LAW DEPARTMENT
DYKEMA GOSSETT PLLC	22091	2501222		PLANNING AND DEVELOPMENT DEPARTMENT
DYKEMA GOSSETT PLLC	22091	2561984	LEGAL SERVICES	LAW DEPARTMENT
DYKEMA GOSSETT PLLC	22091	2501872	LEGAL SERVICES	LAW DEPARTMENT
DYKEMA GOSSETT PLLC	22091	2550459	EUGENE BROWN V CITY	LAW DEPARTMENT
DYKEMA GOSSETT PLLC	22091	2500973	LEGAL SERVICES	SEWERAGE DEPARTMENT
DYKEMA GOSSETT PLLC	22091	2623896		WATER DEPARTMENT
DYNALECTRIC	1103998	2765307	CLOSED CIRCUIT TELEVISION FOR DOT	DEPARTMENT OF TRANSPORTATION
E L S CONSTRUCTION	1098327	2785558	EASTERN MARKET SHED NO. 3 RENOVATIONS	RECREATION DEPARTMENT
EARTH TECH INC	20544	2500983	BELT FILTER PRESSES	SEWERAGE DEPARTMENT
EARTH TECH INC	20544	2502192	CASINO SITE APPRAISALS	LAW DEPARTMENT
EARTH TECH INC	20544	2510034	ENVIRONMENTAL REAL ESTATE-FICS #71021	FINANCE DEPARTMENT
EARTH TECH INC	20544	2516972	CS-1126 WWTP 2 SFE PUMPS & REHAB	SEWERAGE DEPARTMENT

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EASTERN OIL CO.	-	2809177	LUBRICANT OIL	GENERAL SERVICES DEPARTMENT
EASTSIDE COMMUNITY RESOURCE	1018050	2538974	JOB ACCESS REVERSE COMMUTE	EMPLOYMENT AND TRAINING DEPARTMENT
EASTSIDE EMERGENCY CTR	16519	2502205	TRANSITIONAL HOUSING	HUMAN SERVICES DEPARTMENT
EASTSIDE EMERGENCY CTR	16519	2532107	TRANSITIONAL HOUSING	HUMAN SERVICES DEPARTMENT
EASTSIDE EMERGENCY CTR	16519	2543569	EMERGENCY SHELTER	HUMAN SERVICES DEPARTMENT
EASTWOOD CLINICS CORP OFFICE	1000451	2501528	MEDICAID SUBSTANCE ABUSE	NO DEPARTMENT INDICATED
EASTWOOD CLINICS CORP OFFICE	1000451	2501826	SUBSTANCE ABUSE COORDINATION AGENCY	HEALTH DEPARTMENT
EBI DETROIT	1000452	2517413	WW-529 SCREEN HOUSE REHABILITATION	WATER DEPARTMENT
ECONOMIC DEVELOPMENT CORPORATION	1000454	2515748	PROFESSIONAL ECONOMIC DEVELOPMENT	PLANNING AND DEVELOPMENT DEPARTMENT
ECONOMIC DEVELOPMENT CORPORATION	1000454	2764614	FOX CREEK INFRASTRUCTURE PROJECT	DEPARTMENT OF PUBLIC WORKS
ECONOMIC DEVELOPMENT CORPORATION	1000454	2818723	EAST RIVERFRONT IMPROVEMENT PROJECT	DEPARTMENT OF PUBLIC WORKS
ECONOMIC DEVELOPMENT CORPORATION	1000454	2641018		PLANNING AND DEVELOPMENT DEPARTMENT
ECONOMIC DEVELOPMENT CORPORATION	1000454	2784665		PLANNING AND DEVELOPMENT DEPARTMENT
ECONOMIC DEVELOPMENT CORPORATION	1000454	2753580		PLANNING AND DEVELOPMENT DEPARTMENT
ECONOMIC DEVELOPMENT CORPORATION	1000454	2809038	ECONOMIC DEVELOPMENT SERVICES	PLANNING AND DEVELOPMENT DEPARTMENT
EDUCATIONAL DATA SYSTEMS INC	20423	2724428		WORKFORCE DEVELOPMENT DEPARTMENT
EDUCATIONAL DATA SYSTEMS INC	1055746	2806233		WORKFORCE DEVELOPMENT DEPARTMENT
EDUCATIONAL DATA SYSTEMS INC	1055746	2778455		WORKFORCE DEVELOPMENT DEPARTMENT
EDWARD C GEORGE	9826	2502379		HUMAN SERVICES DEPARTMENT
EDWARD C LEVY CO DBA PLANT MAINTENANCE	1020737	2502151	BITUMINOUS SURFACE REMOVAL	DEPARTMENT OF PUBLIC WORKS
EJH CONSTRUCTION	1020562	2808924		HUMAN SERVICES DEPARTMENT
ELECTRONIC DATA SYSTEMS CORPORATION	1072382	2621839		WATER DEPARTMENT
ELEVATOR TECHNOLOGY	1000471	2500082	ELEVATOR MAINTENANCE SERVICE	GENERAL SERVICES DEPARTMENT
ELLIS DON OF MICHIGAN INC	18631	2501492	PURITAN/FENKELL	SEWERAGE DEPARTMENT
ELLIS DON OF MICHIGAN INC	18631	2502278	SEVEN MILE CSO DETENTION	SEWERAGE DEPARTMENT
ELMHURST HOME INC	10998	2501829	SUBSTANCE ABUSE COORDINATION AGENCY	HEALTH DEPARTMENT
ELMHURST HOME INC	10998	2501729	MEDICAID SUBSTANCE ABUSE	HEALTH DEPARTMENT
EMERSON PROCESS MANAGEMENT POWER	1016248	2847526	GAS TURBINE UPGRADE AND REPAIR	PUBLIC LIGHTING DEPARTMENT
EMPCO INC	1118906	2878252		MAYOR'S OFFICE
EMPOWERMENT ZONE DEVELOPMENT CORP	19637	2513278	ADMINISTRATIVE ACTIVITY	PLANNING AND DEVELOPMENT DEPARTMENT
EMPOWERMENT ZONE DEVELOPMENT CORP	19637	2529275	EMPOWERMENT ZONE - PUBLIC SERVICES	PLANNING AND DEVELOPMENT DEPARTMENT
EMPRESA	1099489	2776404		WORKFORCE DEVELOPMENT DEPARTMENT
ENERGY GROUP INC	1017472	2509158	FICS CONTRACT 076115 - TREE TRIMMING	PUBLIC LIGHTING DEPARTMENT

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ENGINE SUPPLY OF NOVI	1994	2505264	PARTS COMPLETE ENGINES (M80372)	FINANCE DEPARTMENT
ENOTA INC	1092130	2717072		POLICE DEPARTMENT
ENTECH PERSONNEL SERVICES INC	1000768	2544596	CLERICAL ASSISTANCE	CITY CLERK
ENVIRONMENTAL CONSULTING & TECHNOLOGY	1106148	2551431	ENVIRONMENTAL SVCS/GREATER RIVERFRONT	PLANNING AND DEVELOPMENT DEPARTMENT
ENVIRONMENTAL TESTING & CONSULTING INC	1003675	2502196	ABATEMENT OF ASBESTOS	DEPARTMENT OF PUBLIC WORKS
EPITEC GROUP INC	1045979	2556386	PROFESSIONAL SERVICES CONTRACT	INFORMATION TECHNOLOGY SERVICES
EPITEC GROUP INC	1045979	2573836		NON-DEPARTMENTAL
EPITEC GROUP INC	1045979	2620773		NON-DEPARTMENTAL
ESTHER LYNISE BRYANT	1019604	2508103	IUOE/GIBSON V CITY	LAW DEPARTMENT
EVANS GROUP	1019232	2515534	JOSEPHINE MILLS V CITY	LAW DEPARTMENT
EVEREST SOLUTIONS LLC	1000830	2503912	CONVERSION OF YEAR 2000	FINANCE DEPARTMENT
EVO ACCOUNTING & FINANCIAL SERVICES	1070752	2761823		FINANCE DEPARTMENT
FAMILY SERVICE INC	4010	2541124	CASE MANAGMENT/COUNSELING SERVICES	HUMAN SERVICES DEPARTMENT
FAMILY SERVICE INC	4010	2508864	P&DD PUBLIC SERVICE	FINANCE DEPARTMENT
FAMILY SERVICE INC	4010	2559513	ASE MANAGEMENT AND COUNSELING	HUMAN SERVICES DEPARTMENT
FAMILY SERVICE INC	4010	2597464		FINANCE DEPARTMENT
FAMILY SERVICE INC	4010	2620491		HUMAN SERVICES DEPARTMENT
FAMILY SERVICE INC	4010	2588790		HUMAN SERVICES DEPARTMENT
FAMILY SERVICE INC	4010	2773997		HUMAN SERVICES DEPARTMENT
FAMILY SERVICE INC	4010	2751502		HUMAN SERVICES DEPARTMENT
FARBMAN DEVELOPMENT GROUP INC	1052543	2574590		PLANNING AND DEVELOPMENT DEPARTMENT
FEDERLEIN KERANEN PC	1001176	2502271	BAILEY V DETROIT	WATER DEPARTMENT
FELIX J LIDDELL MD	9742	2619048		HUMAN SERVICES DEPARTMENT
FELIX J LIDDELL MD	9742	2771950		HUMAN SERVICES DEPARTMENT
FEMI TALABI & ASSOCIATES IINC	1025786	2693989		PLANNING AND DEVELOPMENT DEPARTMENT
FERGUSON ENTERPRISES INC	1002829	2762820	WATER SYSTEM IMPROVEMENTS	WATER DEPARTMENT
FERGUSON ENTERPRISES INC	1002829	2708886		RECREATION DEPARTMENT
FIRST AMERICAN EQUITY LOAN SERVICES INC	1053418	2572513		LAW DEPARTMENT
FIRST TEE OF DETROIT	1106838	2509532	JUNIOR GOLF PROGRAM	RECREATION DEPARTMENT
FLORISE E NEVILLE EWELL	18953	2511634	LAW DEPARTMENT CONTRACTS SECTION	FINANCE DEPARTMENT
FOCUS HOPE	20156	2595470		EMPLOYMENT AND TRAINING DEPARTMENT
FOCUS HOPE	20156	2517834	MACHINIST TRAINING	EMPLOYMENT AND TRAINING DEPARTMENT
FOCUS HOPE	20156	2782889		WORKFORCE DEVELOPMENT DEPARTMENT
FOLIA INDUSTRIES INC	1078969	2647895		RECREATION DEPARTMENT
FORBES MANAGEMENT INC	13713	2500738	8TH FL 2111 WOODWARD	NO DEPARTMENT INDICATED

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FORBES MANAGEMENT INC	13713	2500736		NO DEPARTMENT INDICATED
FORENSIC EXAMINATION SERVICE	19765	2511601	ESTATE OF CARA BELL JONES	LAW DEPARTMENT
FORT WAYNE CONSTRUCTION INC	1002341	2508445	EMER. REPAIR OF STORM DAMAGED SIDEWALKS	DEPARTMENT OF PUBLIC WORKS
FOSTER GROUP LLC	1079032	2516733	CS-1234 BOND CLOSING ASSISTANCE	WATER DEPARTMENT
FOUNDATION FOR BEHAVIORAL RESOURCES	1001251	2562165	WORK FIRST & WTW	EMPLOYMENT AND TRAINING DEPARTMENT
FOUNDATION FOR BEHAVIORAL RESOURCES	1001251	2629097		EMPLOYMENT AND TRAINING DEPARTMENT
FOUNDATION FOR BEHAVIORAL RESOURCES	1001251	2778457		WORKFORCE DEVELOPMENT DEPARTMENT
FRANCES GREENEBAUM	15339	2500958		HUMAN SERVICES DEPARTMENT
FRANCES GREENEBAUM	15339	2500968		HUMAN SERVICES DEPARTMENT
FRANCES S GREENEBAUM	1001353	2663660		HUMAN SERVICES DEPARTMENT
FRANKLIN WRIGHT SETTLEMENTS INC	1001261	2557088	2001-2002 EARLY HEAD START CONTRACT	HUMAN SERVICES DEPARTMENT
FRANKLIN WRIGHT SETTLEMENTS INC	1001261	2532391	EARLY HEAD START 2000-2001	FINANCE DEPARTMENT
FRANKLIN WRIGHT SETTLEMENTS INC	1001261	2512564	HEAD START SERVICES	HUMAN SERVICES DEPARTMENT
FRANKLIN WRIGHT SETTLEMENTS INC	1001261	2501500	PUBLIC FACILITY REHAB	NO DEPARTMENT INDICATED
FREEDOM HOUSE	19860	2551708	EMERGENCY SHELTER	HUMAN SERVICES DEPARTMENT
G4S SECURE SOLUTIONS USA, INC.	1116038	2741015	SECURITY SERVICES	GENERAL SERVICES DEPARTMENT
GARAN LUCOW MILLER PC	1007550	2525486	ELIZABETH HURD, ET AL V CITY OF DETROIT	LAW DEPARTMENT
GARAN LUCOW MILLER PC	1007550	2540460	LEGAL SERVICES	LAW DEPARTMENT
GARAN LUCOW MILLER PC	1007550	2505197	JOHNSON V JECZEN, ET AL	LAW DEPARTMENT
GARAN LUCOW MILLER PC	1007550	2502158	LEGAL SERVICES: TROMEUR V ADKINS	LAW DEPARTMENT
GARAN LUCOW MILLER PC	1007550	2505077	LEGAL SERVICES	LAW DEPARTMENT
GARAN LUCOW MILLER PC	1007550	2574321		LAW DEPARTMENT
GARAN LUCOW MILLER PC	1007550	2505187	LEGAL SERVICES: BERNICE MARTIN V CITY	FINANCE DEPARTMENT
GENESIS ENERGY SOLUTIONS LLC	1059170	2623273		PUBLIC LIGHTING DEPARTMENT
GENESIS ENERGY SOLUTIONS LLC	1059170	2630629		PUBLIC LIGHTING DEPARTMENT
GENESIS ENERGY SOLUTIONS LLC	1059170	2623274		PUBLIC LIGHTING DEPARTMENT
GENESIS ENERGY SOLUTIONS LLC	1059170	2625340		PUBLIC LIGHTING DEPARTMENT
GEORGE E SANSOUCY P E LLC	1034071	2537262	PROFESSIONAL SERVICES: APPRAISALS	LAW DEPARTMENT
GEORGE JOHNSON & COMPANY	1826	2754359		HUMAN SERVICES DEPARTMENT
GERALD K EVELYN	1102554	2765473	LEGAL SERVICES	LAW DEPARTMENT
GERALD K EVELYN	1102554	2765475	LEGAL SERVICES	LAW DEPARTMENT
GHAFAARI ASSOCIATES LLC	16840	2500978	ADAMS ROAD IMPROVEMENTS	NO DEPARTMENT INDICATED
GHAFAARI ASSOCIATES LLC	16840	2520892	ELECTRICAL SERVICES AT 2633 MICHIGAN AVE.	DEPARTMENT OF PUBLIC WORKS

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GIORGI CONCRETE LLC	1010405	2764704	REPAIR OF WATER SYSTEM	WATER DEPARTMENT
GIRL SCOUTS OF METRO DETROIT	7539	2588820		HUMAN SERVICES DEPARTMENT
GIRL SCOUTS OF METRO DETROIT	7539	2775160		HUMAN SERVICES DEPARTMENT
GIS DATA RESOURCES INC	1087473	2696020		POLICE DEPARTMENT
GLEANERS COMMUNITY FOOD BANK 1	16611	2775453		HUMAN SERVICES DEPARTMENT
GLEANERS COMMUNITY FOOD BANK 1	16611	2803612		HUMAN SERVICES DEPARTMENT
GLEANERS COMMUNITY FOOD BANK 1	16611	2778130		HUMAN SERVICES DEPARTMENT
GLEANERS COMMUNITY FOOD BANK 1	16611	2746566		HUMAN SERVICES DEPARTMENT
GLEN OLIVACHE CPA PC	1001562	2507371		FINANCE DEPARTMENT
GLOBEWIDE FAVOR CONSTRUCTION CO LLC	1085092	2808926		HUMAN SERVICES DEPARTMENT
GLOBEWIDE FAVOR CONSTRUCTION CO LLC	1085092	2793406		HUMAN SERVICES DEPARTMENT
GODFREY J DILLARD ESQ	1103303	2779417		LAW DEPARTMENT
GOODMAN & HURWITZ PC	1101745	2760433	SPECIAL COUNSEL	CITY COUNCIL
GOODMAN MUSCAT INC	1015305	2509737	ORGANIZATIONAL ASSESSMENT	ENVIRONMENTAL AFFAIRS DEPARTMENT
GOODWILL INDUSTRIES OF GREATER DETROIT	14999	2563438	WORKFIRST/WTW JS/JR	EMPLOYMENT AND TRAINING DEPARTMENT
GOODWILL INDUSTRIES OF GREATER DETROIT	14999	2559919	FOOD STAMPS	EMPLOYMENT AND TRAINING DEPARTMENT
GOODWILL INDUSTRIES OF GREATER DETROIT	14999	2539285	WORKFIRST JS/JP 10/01/00-9/30/01	EMPLOYMENT AND TRAINING DEPARTMENT
GOODWILL INDUSTRIES OF GREATER DETROIT	14999	2628317		EMPLOYMENT AND TRAINING DEPARTMENT
GOODWILL INDUSTRIES OF GREATER DETROIT	14999	2797757		WORKFORCE DEVELOPMENT DEPARTMENT
GOODWILL INDUSTRIES OF GREATER DETROIT	14999	2736042		WORKFORCE DEVELOPMENT DEPARTMENT
GOODWILL INDUSTRIES OF GREATER DETROIT	14999	2782892		WORKFORCE DEVELOPMENT DEPARTMENT
GOODWILL INDUSTRIES OF GREATER DETROIT	14999	2761556		WORKFORCE DEVELOPMENT DEPARTMENT
GOODWILL INDUSTRIES OF GREATER DETROIT	14999	2740308		WORKFORCE DEVELOPMENT DEPARTMENT
GOODWILL INDUSTRIES OF GREATER DETROIT	14999	2770617		WORKFORCE DEVELOPMENT DEPARTMENT
GOODWILL INDUSTRIES OF GREATER DETROIT	14999	2770613		WORKFORCE DEVELOPMENT DEPARTMENT

<u>Name of Counterparty</u>	<u>Vendor #</u>	<u>Contract #</u>	<u>Description</u>	<u>City Department</u>
GRAY & GRAY PRODUCTIONS	18090	2594537		RECREATION DEPARTMENT
GREAT LAKES CENTER FOR INDEPENDENT LIVING	19673	2501926	PUBLIC SERVICE	PLANNING AND DEVELOPMENT DEPARTMENT
GREATER DETROIT COMMUNITY OUTREACH CENTER INC	19466	2501509	PUBLIC FACILITY REHAB	NO DEPARTMENT INDICATED
GREELEY & HANSEN LLC	14794	2515106	REHAB OF WATER RESERVOIR PHASE 2, 3	WATER DEPARTMENT
GREEN GREEN ADAMS PALMER & CRAIG PC	1014038	2508762	LEGAL SERVICES	CITY COUNCIL
GREGORY TERRELL & COMPANY	14501	2506562	AUDIT	HUMAN SERVICES DEPARTMENT
GRIER & COPELAND PC	11779	2527604	LEGAL SERVICES	LAW DEPARTMENT
GRIER & COPELAND PC	11779	2546243	SANDRA MILLER V EUGENE BROWN, ET AL	LAW DEPARTMENT
GRIER & COPELAND PC	11779	2502429	CHISHOLM, ET AL V CITY	LAW DEPARTMENT
GRIER & COPELAND PC	11779	2550395	LEGAL SERVICES	LAW DEPARTMENT
GRIER & COPELAND PC	11779	2548219	LEGAL SERVICES	LAW DEPARTMENT
GRIER & COPELAND PC	11779	2632136		LAW DEPARTMENT
GRIER & COPELAND PC	11779	2545753	BRANDON BRYANT V EUGENE BROWN/CITY	LAW DEPARTMENT
GRIER & COPELAND PC	11779	2502093	LEGAL SERVICES	NO DEPARTMENT INDICATED
GRIER & COPELAND PC	11779	2502430	LEGAL SERVICES: MCHUGH, ET AL V CITY	LAW DEPARTMENT
GRIER & COPELAND PC	11779	2505089	LEGAL SERVICES	LAW DEPARTMENT
GRIER & COPELAND PC	11779	2597158		LAW DEPARTMENT
GRIER & COPELAND PC	11779	2576025		LAW DEPARTMENT
GRIER & COPELAND PC	11779	2708898		LAW DEPARTMENT
GRIER & COPELAND PC	11779	2634211		LAW DEPARTMENT
GRIER & COPELAND PC	11779	2649862	CONTRACT FOR LEGAL SERVICES	LAW DEPARTMENT
GRIER & COPELAND PC	11779	2688106	DAREL DEON CHANCELLOR V CITY	LAW DEPARTMENT
GRIER & COPELAND PC	11779	2551543	WILLIE BRYANT V EUGENE BROWN	LAW DEPARTMENT
GS EQUITIES LLC	1088912	2700328		LAW DEPARTMENT
H & P TECHNOLOGIES INC	1029816	2787715	REBUILD ACTUATORS & VALVE ASSEMBLIES	WATER DEPARTMENT
HALCROW INC	1102933	2769474		MAYOR'S OFFICE
HALE CONTRACTING INC	1025577	2757453	VENTILATION SYSTEM	RECREATION DEPARTMENT
HALEY & ALDRICH INC	1098676	2740779		WATER DEPARTMENT
HAMILTON ANDERSON ASSOCIATES	18698	2507157	BELLE ISLE MASTER PLAN	RECREATION DEPARTMENT
HAMILTON ANDERSON ASSOCIATES	18698	2530873	FARWELL FIELD ARCHITECTURAL SERVICES	RECREATION DEPARTMENT
HAMILTON ANDERSON ASSOCIATES	18698	2508644	BELLE ISLE'S LOITER WAY REFECTORY	RECREATION DEPARTMENT
HAMILTON ANDERSON ASSOCIATES	18698	2563405	BELLE ISLE'S MASTER PLAN	RECREATION DEPARTMENT
HAMPTON RIDGE PROPERTIES LLC	1019230	2515341		WORKFORCE DEVELOPMENT DEPARTMENT
HARBIN GROUP INC	16607	2507665	CASINO SITE APPRAISAL	FINANCE DEPARTMENT
HARPER HOUSE	1003691	2501737		HEALTH DEPARTMENT

<u>Name of Counterparty</u>	<u>Vendor #</u>	<u>Contract #</u>	<u>Description</u>	<u>City Department</u>
HARTFORD MEMORIAL BAPTIST CHURCH	14442	2502480	SENIOR CITIZENS MEALS	HEALTH DEPARTMENT
HAYES LAND DEVELOPMENT CORPORATION	1106003	2613519		WATER DEPARTMENT
HAZEN & SAWYER	14774	2669694		WATER DEPARTMENT
HAZEN & SAWYER	14774	2500960	CHLORINE & HVAC MODIFICATION	WATER DEPARTMENT
HEALTH MANAGEMENT SYSTEMS	5654	2542966	EMPLOYEE ASSISTANCE PROGRAM	HUMAN RESOURCES DEPARTMENT
HEALTH MANAGEMENT SYSTEMS	1043088	2613135		HUMAN RESOURCES DEPARTMENT
HEALTH SERVICES TECHNICAL ASSISTANCE	9042	2504678	TARGET CITIES FYE 9/30/99	FINANCE DEPARTMENT
HEALTH SERVICES TECHNICAL ASSISTANCE	9042	2501833	SUBSTANCE ABUSE COORDINATION AGENCY	HEALTH DEPARTMENT
HEALTH SERVICES TECHNICAL ASSISTANCE	9042	2568871		HEALTH DEPARTMENT
HEALTH SERVICES TECHNICAL ASSISTANCE	9042	2570277		HEALTH DEPARTMENT
HEALTH SERVICES TECHNICAL ASSISTANCE	9042	2504742	MEDICAID SUBSTANCE ABUSE	HEALTH DEPARTMENT
HEALTH SERVICES TECHNICAL ASSISTANCE	9042	2512068	SUBSTANCE ABUSE ASSESSMENT	HEALTH DEPARTMENT
HEAT & WARMTH FUND	18570	2717114		WATER DEPARTMENT
HEIGHTS HEATING & COOLING INC	1032472	2741890	AIR CONDITIONING INSTALLATION	RECREATION DEPARTMENT
HENRY FORD HEALTH SYSTEM	1012926	2505277	MEDICAL SERVICES	HEALTH DEPARTMENT
HENRY FORD HEALTH SYSTEM	1012926	2605168		HEALTH DEPARTMENT
HENRY FORD HEALTH SYSTEM	1012926	2574218		HEALTH DEPARTMENT
HENRY FORD HEALTH SYSTEM	1012926	2621296		HEALTH DEPARTMENT
HENRY FORD HEALTH SYSTEM	1012926	2752105		HEALTH DEPARTMENT
HERBERT REALTY & MANAGEMENT	1018769	2559115		FINANCE DEPARTMENT
HERITAGE OPTICAL CENTER INC	16451	2515148	OPTOMETRIC SERVICES	HEALTH DEPARTMENT
HERITAGE OPTICAL CENTER INC	16451	2530208		HEALTH DEPARTMENT
HINES FINANCIAL SERVICES	1059682	2604598		FINANCE DEPARTMENT
HINES FINANCIAL SERVICES	1059682	2761160		HUMAN SERVICES DEPARTMENT
HINES FINANCIAL SERVICES	1059682	2775593		HUMAN SERVICES DEPARTMENT
HINES FINANCIAL SERVICES	1059682	2757513		HUMAN SERVICES DEPARTMENT
HINES FINANCIAL SERVICES	1059682	2783105		HUMAN SERVICES DEPARTMENT
HINES FINANCIAL SERVICES	1059682	2761157		HUMAN SERVICES DEPARTMENT
HINES FINANCIAL SERVICES	1059682	2706006		HUMAN SERVICES DEPARTMENT
HINES FINANCIAL SERVICES	1059682	2804847		HUMAN SERVICES DEPARTMENT
HINES FINANCIAL SERVICES	1059682	2744129		HUMAN SERVICES DEPARTMENT
HNTB MICHIGAN INC	1025696	2589459		DEPARTMENT OF PUBLIC WORKS
HNTB MICHIGAN INC	1025696	2800235	PROFESSIONAL SERVICES	AIRPORT DEPARTMENT
HOUSING & COMMUNITY DEVELOPMENT CORP OF WAYNE COUNTY	1021017	2518243	HOUSING REHABILITATION SERVICES	FINANCE DEPARTMENT
HOWARD & HOWARD ATTORNEYS PC	1013410	2773508	LEGAL SERIVCES	LAW DEPARTMENT
HTC GLOBAL SERVICES INC	1003630	2501175		INFORMATION TECHNOLOGY SERVICES

<u>Name of Counterparty</u>	<u>Vendor #</u>	<u>Contract #</u>	<u>Description</u>	<u>City Department</u>
HUBBARD RICHARD COMMON COUNCIL	9225	2501533		NO DEPARTMENT INDICATED
HUFFMASTER ASSOCIATES LLC	1010540	2506275	INVESTIGATIVE SERVICES	FINANCE DEPARTMENT
HUNGER ACTION COALITION OF MICHIGAN	16897	2510332	NOF PUBLIC SERVICE CONTRACT	FINANCE DEPARTMENT
HUNT ASSOCIATES 1 INC	19746	2537045	WIA OUT OF SCHOOL YOUTH	EMPLOYMENT AND TRAINING DEPARTMENT
HUNT ASSOCIATES 1 INC	19746	2628062		WORKFORCE DEVELOPMENT DEPARTMENT
HUTZEL HOSPITAL	15175	2501837	SUBSTANCE ABUSE COORDINATION AGENCY	NO DEPARTMENT INDICATED
HUTZEL HOSPITAL	15175	2508866		HEALTH DEPARTMENT
IBM CORPORATION	2865	2505095		INFORMATION TECHNOLOGY SERVICES
ICDS	1003163	2501182		PUBLIC LIGHTING DEPARTMENT
IMAGE SCAN INC	18157	2512900	DATA ENTRY SOFTWARE	INFORMATION TECHNOLOGY SERVICES
IMPERIAL CONSTRUCTION CO	12464	2746886		WATER DEPARTMENT
IMPERIAL CONSTRUCTION CO	12464	2685161		WATER DEPARTMENT
IMPERIAL CONSTRUCTION CO	12464	2679721		WATER DEPARTMENT
IN LAND WATERS POLLUTION	14434	2502291	REMOVAL OF STORAGE TANKS	DEPARTMENT OF PUBLIC WORKS
IN LAND WATERS POLLUTION	14434	2502290	UST UPGRADES	DEPARTMENT OF PUBLIC WORKS
INDUSTRIAL RELATIONS INC	1027976	2527324	PERFORMANCE MANAGEMENT SYSTEM	FINANCE DEPARTMENT
INDUSTRIAL RELATIONS INC	1027976	2513432	EMPLOYEE DEVELOPMENT PROGRAM	HUMAN RESOURCES DEPARTMENT
INFRASTRUCTURE MANAGEMENT GROUP INC	1061121	2634315		PUBLIC LIGHTING DEPARTMENT
INLAND WATERS POLLUTION CONTROL INC	1055642	2556880	UNDERGROUND STORAGE TANKS	DEPARTMENT OF PUBLIC WORKS
INTERCLEAN EQUIPMENT INC	1011180	2504773	INSTALLATION OF TRUCK WASH SYSTEMS	DEPARTMENT OF PUBLIC WORKS
INTERGRAPH CORPORATION	6153	2516412	953625- COMPUTER RELATED PRODUCTS	INFORMATION TECHNOLOGY SERVICES
INTERNATIONAL INSTITUTE OF METROPOLITAN DETROIT INC	9144	2521334		FINANCE DEPARTMENT
ISLANDVIEW VILLAGE DEVELOPMENT CORP	20425	2509212	SITE PREP/STREET IMPROVEMENT	FINANCE DEPARTMENT
ITW MORTGAGE INVESTMENTS III INC	1561	2501775		FINANCE DEPARTMENT
J & J YOUTH SERVICES	1012849	2506553	NOF PUBLIC SERVICE CONTRACT	FINANCE DEPARTMENT
J J ASSOCIATES	17711	2589033		INFORMATION TECHNOLOGY SERVICES
J J ASSOCIATES	17711	2502052	PROGRAMMING CODING	INFORMATION TECHNOLOGY SERVICES
J J ASSOCIATES	17711	2560948	2002 PROFESSIONAL SERVICES CONTRACT	INFORMATION TECHNOLOGY SERVICES
J O A CONSTRUCTION CO INC	1001666	2642903		RECREATION DEPARTMENT
JACKETS FOR JOBS INC	1064297	2778459		WORKFORCE DEVELOPMENT DEPARTMENT
JACKETS FOR JOBS INC	1064297	2754535		WORKFORCE DEVELOPMENT DEPARTMENT
JACKSON & KELLY PLLC	1016929	2511861	LEGAL SERVICES	LAW DEPARTMENT
JAMES C COBB JR PC	10571	2504319	LEGAL SERVICES	PLANNING AND DEVELOPMENT DEPARTMENT

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JAMES C COBB JR PC	10571	2501780	LEGAL SERVICES	PLANNING AND DEVELOPMENT DEPARTMENT
JAMES HANEY MD	1012073	2544158	DRUG TREATMENT PROGRAM PHYSICIAN	HUMAN SERVICES DEPARTMENT
JAMES HANEY MD	1012073	2513136	DRUG TREATMENT PROGRAM PHYSICIAN	HUMAN SERVICES DEPARTMENT
JAMES HANEY MD	1012073	2559396	DRUG TREATMENT PROGRAM PHYSICIAN	HUMAN SERVICES DEPARTMENT
JAMES HANEY MD	1012073	2508122	DRUG TREATMENT PROGRAM PHYSICIAN	FINANCE DEPARTMENT
JAMES HANEY MD	1012073	2591486		HUMAN SERVICES DEPARTMENT
JAMES HANEY MD	1012073	2746434		HUMAN SERVICES DEPARTMENT
JAMES HANEY MD	1012073	2771944		HUMAN SERVICES DEPARTMENT
JAMES W BURDICK PC	1101618	2760028		LAW DEPARTMENT
JEFFERSON WELLS INTERNATIONAL INC	1032623	2546414	PROFESSIONAL SERVICES	AUDITOR GENERAL
JEFFERSON WELLS INTERNATIONAL INC	1032623	2534548	INTERNAL AUDIT PARTNER	AUDITOR GENERAL
JENKINS CONSTRUCTION INC	17037	2541121	WS-621 WATER MAIN REPAIRS	WATER DEPARTMENT
JENKINS CONSTRUCTION INC	17037	2501854	CONSTRUCTION	DEPARTMENT OF PUBLIC WORKS
JENKINS CONSTRUCTION INC	17037	2691365		WATER DEPARTMENT
JESSE TOLBERT MD	1012082	2559428	DRUG TREATMENT PROGRAM PHYSICIAN	HUMAN SERVICES DEPARTMENT
JESSE TOLBERT MD	1012082	2544148	DRUG TREATMENT PROGRAM PHYSICIAN	HUMAN SERVICES DEPARTMENT
JESSE TOLBERT MD	1012082	2508116	DRUG TREATMENT PROGRAM	FINANCE DEPARTMENT
JESSE TOLBERT MD	1012082	2513142	DRUG TREATMENT PROGRAM PHYSICIAN	HUMAN SERVICES DEPARTMENT
JESSE TOLBERT MD	1012082	2591460		HUMAN SERVICES DEPARTMENT
JEWISH VOCATIONAL SERVICE	1015533	2797759		WORKFORCE DEVELOPMENT DEPARTMENT
JEWISH VOCATIONAL SERVICE	1015533	2726449		WORKFORCE DEVELOPMENT DEPARTMENT
JEWISH VOCATIONAL SERVICE	1015533	2777965		WORKFORCE DEVELOPMENT DEPARTMENT
JEWISH VOCATIONAL SERVICE	1015533	2778659		WORKFORCE DEVELOPMENT DEPARTMENT
JEWISH VOCATIONAL SERVICE	11835	2552853	CASE MANAGEMENT	EMPLOYMENT AND TRAINING DEPARTMENT
JEWISH VOCATIONAL SERVICE	11835	2513901	NO WRONG DOOR	EMPLOYMENT AND TRAINING DEPARTMENT
JEWISH VOCATIONAL SERVICE	11835	2550062	PAL BASIC LITERACY	EMPLOYMENT AND TRAINING DEPARTMENT
JEWISH VOCATIONAL SERVICE	11835	2538061	WORK FIRST JOB SEARCH & PLACEMENT	EMPLOYMENT AND TRAINING DEPARTMENT
JOHN KING	1070289	2799418		WORKFORCE DEVELOPMENT DEPARTMENT
JOHN KING	1070289	2781812		
JOHN PETER QUINN	1088277	2751148		LAW DEPARTMENT
JOHN W HEAD JR DR	1016367	2544130	DRUG TREATMENT PROGRAM PHYSICIAN	HUMAN SERVICES DEPARTMENT
JOHN W HEAD JR DR	1016367	2559403	MEDICAL DIRECTOR	HUMAN SERVICES DEPARTMENT
JOHN W HEAD JR DR	1016367	2771947		HUMAN SERVICES DEPARTMENT
JOHNSON ROSATI LABARGE	1012630	2577160		LAW DEPARTMENT
JOHNSON ROSATI LABARGE	1012630	2600509		LAW DEPARTMENT
JOHNSON ROSATI LABARGE	1012630	2508107	LEGAL SERVICES	FINANCE DEPARTMENT
JORDAN CLINCS LIMITED PARTNERSHIP	1098511	2770685		HEALTH DEPARTMENT
JOURNEY SECURITY MANAGEMENT	1041657	2620593		WATER DEPARTMENT

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JOWA ASSOCIATES	7422	2501000	UNIFORMED GUARD SERVICE	AIRPORT DEPARTMENT
JOWA ASSOCIATES	7422	2513434	GUARD SERVICE FOR DEPARTMENT CLINICS	HUMAN SERVICES DEPARTMENT
JOYFIELD CAREGIVERS	1048950	2597503		FINANCE DEPARTMENT
JOYFIELD CAREGIVERS	1048950	2563712	36-NTV-NOF PUBLIC SERVICE CONTRACT	FINANCE DEPARTMENT
JVS DETROITS WORKPLACE	1034682	2575844		EMPLOYMENT AND TRAINING DEPARTMENT
JVS DETROITS WORKPLACE	1034682	2592232		WORKFORCE DEVELOPMENT DEPARTMENT
JVS DETROITS WORKPLACE	1034682	2597745		EMPLOYMENT AND TRAINING DEPARTMENT
JVS DETROITS WORKPLACE	1034682	2566265	WORK FIRST JOB SEARCH & PLACEMENT	EMPLOYMENT AND TRAINING DEPARTMENT
KASIBORSKI RONANYRI FLASKA PC	19685	2503637	LEGAL SERVICES	FINANCE DEPARTMENT
KASIBORSKI RONANYRI FLASKA PC	19685	2531995	WAYNE COUNTY V CITY OF DETROIT	LAW DEPARTMENT
KASIBORSKI RONANYRI FLASKA PC	19685	2502453	LEGAL SERVICES	FINANCE DEPARTMENT
KELLER THOMA SCHWARTZ	1020326	2517263	EMPLOYMENT-RELATED INVESTIGATIONS	LAW DEPARTMENT
KELLY SERVICES INC	1000576	2583741		FINANCE DEPARTMENT
KEO AND ASSOCIATES INC	1040014	2760784		RECREATION DEPARTMENT
KEO AND ASSOCIATES INC	1040014	2664187		RECREATION DEPARTMENT
KEO AND ASSOCIATES INC	1040014	2706955		RECREATION DEPARTMENT
KEO AND ASSOCIATES INC	1040014	2755384	ROOF PLACEMENT	RECREATION DEPARTMENT
KEO AND ASSOCIATES INC	1040014	2798610		RECREATION DEPARTMENT
KEO AND ASSOCIATES INC	1040014	2733881	BUTZEL PLAYFIELD RENOVATIONS	RECREATION DEPARTMENT
KEO AND ASSOCIATES INC	1040014	2734358	ACTIVITIES CENTER RENOVATIONS	RECREATION DEPARTMENT
KEO AND ASSOCIATES INC	1040014	2760999	WISH-EGAN PLAYFIELD RENOVATIONS	RECREATION DEPARTMENT
KEO AND ASSOCIATES INC	1040014	2761019	MILAN PLAYFIELD RENOVATIONS	RECREATION DEPARTMENT
KEO AND ASSOCIATES INC	1040014	2761662	KRAINZ PARK RENOVATIONS	RECREATION DEPARTMENT
KEO AND ASSOCIATES INC	1040014	2789769		RECREATION DEPARTMENT
KEO AND ASSOCIATES INC	1040014	2734388	DRAINAGE/SEWER	RECREATION DEPARTMENT
KEO AND ASSOCIATES INC	1040014	2731179		RECREATION DEPARTMENT
KEO AND ASSOCIATES INC	1040014	2712232		RECREATION DEPARTMENT
KEO AND ASSOCIATES INC	1040014	2760990	OPTOMIST-STOUT RENOVATIONS	RECREATION DEPARTMENT
KEO AND ASSOCIATES INC	1040014	2762087	2008 PARK IMPROVEMENTS	RECREATION DEPARTMENT
KEO AND ASSOCIATES INC	1040014	2711290		RECREATION DEPARTMENT
KEO AND ASSOCIATES INC	1040014	2712252		RECREATION DEPARTMENT
KEO AND ASSOCIATES INC	1040014	2714050		RECREATION DEPARTMENT
KEO AND ASSOCIATES INC	1040014	2807770	REPAIRS AT HENDERSON MARINA	RECREATION DEPARTMENT
KIDSMART SOFTWARE COMPANY	1072607	2781805		WORKFORCE DEVELOPMENT DEPARTMENT
KIMLEY-HORN OF MICHIGAN INC	1003415	2502474	CASINO SITE APPRAISER	LAW DEPARTMENT
KOHN FINANCIAL CONSULTING	1014434	2511508	PASSALAQUA CHOP HOUSE V DETROIT	FINANCE DEPARTMENT
KOHN FINANCIAL CONSULTING	1014434	2537217	PROFESSIONAL SERVICES: STILLMON V CITY	LAW DEPARTMENT
KOHN FINANCIAL CONSULTING	1014434	2794993	PROVIDE ADVICE ON SOLID WASTE FUND	BUDGET DEPARTMENT

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KPMG CONSULTING, INC	1028311	2529517	AUDITING SERVICES	AUDITOR GENERAL
KPMG CONSULTING, INC	1028311	2552186	AUDITING SERVICES	AUDITOR GENERAL
KPMG LLP	1440	2510105	IMPLEMENT TIDEMARK COMPUTER SYSTEM	BUILDINGS AND SAFETY DEPARTMENT
KPMG LLP	1440	2513477	AUDITING SERVICES	AUDITOR GENERAL
KPMG LLP	1440	2504566	CONSULTING SERVICES	BUDGET DEPARTMENT
KVM DOOR SYSTEMS INC	1099793	2785386	EASTERN MARKET SHED NO. 3 RESERVATIONS	RECREATION DEPARTMENT
L D' AGOSTINI & SONS INC	1000677	2500927	LATERAL SEWER REPLACEMENT	NO DEPARTMENT INDICATED
LACEY & ASSOCIATES	1010869	2590826		FINANCE DEPARTMENT
LACEY & JONES LLP	1013697	2562865	DPOA ACT 312 2001-2004 PROCEEDINGS	LAW DEPARTMENT
LACEY & JONES LLP	1013697	2502300	BLUE CROSS/BLUE SHIELD RESERVE FUND	LAW DEPARTMENT
LACEY & JONES LLP	1013697	2518960	LEGAL SERVICES	LAW DEPARTMENT
LACEY & JONES LLP	1013697	2534969	KELLY FOREMAN V CITY	LAW DEPARTMENT
LACEY & JONES LLP	1013697	2518952	LEGAL SERVICES	LAW DEPARTMENT
LACEY & JONES LLP	1013697	2518964	EDWARD LEWIS V P.O. STEVEN PEIL/CITY	LAW DEPARTMENT
LACEY & JONES LLP	1013697	2539980	LEGAL SERVICES	LAW DEPARTMENT
LACEY & JONES LLP	1013697	2520968	LEGAL SERVICES: KEMP V NOETZEL & KEMP	LAW DEPARTMENT
LACEY & JONES LLP	1013697	2539975	LEGAL SERVICES: MAURICE BROWN V CITY	LAW DEPARTMENT
LACEY & JONES LLP	1013697	2518969	MICHAEL MCHUGH V CITY OF DETROIT	LAW DEPARTMENT
LACEY & JONES LLP	1013697	2518967	JESSE WILLIAMS V CITY OF DETROIT	LAW DEPARTMENT
LACEY & JONES LLP	1013697	2501959	LEGAL SERVICES	LAW DEPARTMENT
LACEY & JONES LLP	1013697	2518973	BEAUCHAMP V OWENS/CITY	LAW DEPARTMENT
LACEY & JONES LLP	1013697	2562836	MAXIMILIAN ENGRAM, ET AL V CITY	LAW DEPARTMENT
LAKESHORE ENGINEERING SERVICE INC	19808	2502201	ABATEMENT ASBESTOS	DEPARTMENT OF PUBLIC WORKS
LAKESHORE ENGINEERING SERVICE INC	19808	2828903		WATER DEPARTMENT
LAMONT TITLE CORPORATION	1070200	2501595	36/LS - TITLE COMMITMENTS	PLANNING AND DEVELOPMENT DEPARTMENT
LAMONT TITLE CORPORATION	1070200	2603572		PLANNING AND DEVELOPMENT DEPARTMENT
LAMONT TITLE CORPORATION	1070200	2723087		WATER DEPARTMENT
LANIER	1012355	2533656	EMERGENCY USE FOR POLICE PAYROLL	FINANCE DEPARTMENT
LANZO CONSTRUCTION CO	13425	2613521		WATER DEPARTMENT
LARDNER ELEVATOR COMPANY	24166	2507678	ELEVATOR LOAD & NO-LOAD TEST	WATER DEPARTMENT
LASED	11513	2560786	WIA IN SCHOOL YOUTH PROGRAM	EMPLOYMENT AND TRAINING DEPARTMENT
LASED	11513	2501749	PUBLIC FACILITY REHAB	NO DEPARTMENT INDICATED
LASED	11513	2740243		WORKFORCE DEVELOPMENT DEPARTMENT
LASED	11513	2719927		DEPARTMENT OF TRANSPORTATION
LASED	11513	2801087		WORKFORCE DEVELOPMENT DEPARTMENT
LASED	11513	2778540		WORKFORCE DEVELOPMENT DEPARTMENT
LATINO FAMILY SERVICES INC	16339	2504667	MEDICAID FYE 9/30/99	HEALTH DEPARTMENT
LATINO FAMILY SERVICES INC	16339	2501843	SUBSTANCE ABUSE COORDINATION AGENCY	NO DEPARTMENT INDICATED

<u>Name of Counterparty</u>	<u>Vendor #</u>	<u>Contract #</u>	<u>Description</u>	<u>City Department</u>
LAW OFFICES COLLINS EINHORN	1049868	2765611		LAW DEPARTMENT
LAWTON SCHOOL	1100766	2806424		HUMAN SERVICES DEPARTMENT
LEWIS & MUNDAY PC	12439	2502307	LEGAL SERVICES: CRUMBIE V GUYTON, ET AL	LAW DEPARTMENT
LEWIS & MUNDAY PC	12439	2502427	GAINES/HARRIS/HINES/HUGHES V CITY	LAW DEPARTMENT
LEWIS & MUNDAY PC	12439	2539985	SANDRA/DARREN MILLER V EUGENE BROWN	LAW DEPARTMENT
LEWIS & MUNDAY PC	12439	2539983	LEGAL SERVICES	LAW DEPARTMENT
LEWIS & MUNDAY PC	12439	2536840	LEGAL SERVICES	LAW DEPARTMENT
LEWIS & MUNDAY PC	12439	2553151	BERRY/CHENAULT/CROCKETT ET AL V CITY	LAW DEPARTMENT
LEWIS & MUNDAY PC	12439	2553122	KUE/WALKER/SMITH/WIGGINS V CITY	LAW DEPARTMENT
LEWIS & MUNDAY PC	12439	2634333		LAW DEPARTMENT
LEWIS & MUNDAY PC	12439	2655854		LAW DEPARTMENT
LEWIS & MUNDAY PC	12439	2529631	BRAZIL/PENA V CITY/HOOD	LAW DEPARTMENT
LEWIS & MUNDAY PC	12439	2561951	ALLEN/BATTLE/COOPER/GRIFFIN V CITY	LAW DEPARTMENT
LEWIS & MUNDAY PC	12439	2600494		LAW DEPARTMENT
LEWIS & MUNDAY PC	12439	2540873	DWSD/DETROIT EDISON BOND FINANCED	WATER DEPARTMENT
LEWIS & MUNDAY PC	12439	2774620	LEGAL SERVICES	LAW DEPARTMENT
LEWIS & MUNDAY PC	12439	2502303	LEGAL SERVICES	LAW DEPARTMENT
LEWIS & MUNDAY PC	12439	2641462		LAW DEPARTMENT
LEWIS & MUNDAY PC	12439	2649874		LAW DEPARTMENT
LIEDEL GRINNAN & LIEDEL PC	1007353	2500765	LEGAL SERVICES: VELA V PRICE/CITY	LAW DEPARTMENT
LIEDEL GRINNAN & LIEDEL PC	1007353	2539960	LEGAL SERVICES	LAW DEPARTMENT
LIEDEL GRINNAN & LIEDEL PC	1007353	2517379	LEGAL SERVICES	LAW DEPARTMENT
LIEDEL GRINNAN & LIEDEL PC	1007353	2548909	LEGAL SERVICES	LAW DEPARTMENT
LIFE FITNESS INC	1085199	2704235		RECREATION DEPARTMENT
LIONEL SAWYER COLLINS	19940	2502230	PROFESSIONAL SERVICES	CITY COUNCIL
LOCAL INITIATIVES SUPPORT CORPORATION	1014122	2562574	PROFESSIONAL SERVICES	CITY COUNCIL
LOCAL INITIATIVES SUPPORT CORPORATION	18595	2502034	EMPOWERED ZONE	NO DEPARTMENT INDICATED
LOCAL INITIATIVES SUPPORT CORPORATION	1014122	2592262		FINANCE DEPARTMENT
LOCAL INITIATIVES SUPPORT CORPORATION	1014122	2567588		FINANCE DEPARTMENT
LOOKING FOR MY SISTER	1104410	2784890	BLOCK GRANT PROGRAM	POLICE DEPARTMENT
LOUIS G REDSTONE ASSCS INC	16448	2502006	DESIGN FOR ROGELL GLF CRS	NO DEPARTMENT INDICATED
LUXURY SEDAN VAN SERVICE	1015148	2570671		MUNICIPAL PARKING DEPARTMENT
MACDERMOTT ROOFING & SHEET METAL	16537	2732369	BELLE ISLE GARAGE - ROOF REPLACEMENT	RECREATION DEPARTMENT
MACDERMOTT ROOFING & SHEET METAL	16537	2796454	ROOF REPAIRS	RECREATION DEPARTMENT

<u>Name of Counterparty</u>	<u>Vendor #</u>	<u>Contract #</u>	<u>Description</u>	<u>City Department</u>
MACK ALIVE INC	19676	2801089		WORKFORCE DEVELOPMENT DEPARTMENT
MACK ALIVE INC	19676	2778765		WORKFORCE DEVELOPMENT DEPARTMENT
MAJOR CEMENT CO	22141	2500910	DWS-816 HARD SURFACE REPAIRS-EAST SIDE	SEWERAGE DEPARTMENT
MAJOR CEMENT CO	22141	2502189	PW 7561 REPAIR DAMAGED	NO DEPARTMENT INDICATED
MAJOR CEMENT CO	22141	2634038		DEPARTMENT OF PUBLIC WORKS
MARINERS INN	5159	2509995	WTW SUBSTANCE ABUSE COUNSELING	EMPLOYMENT AND TRAINING DEPARTMENT
MARINERS INN	5159	2549595	CAREER INITIATIVES CENTER PROJECT	HUMAN SERVICES DEPARTMENT
MARJORIE R MALARNEY & ASSOCIATES	12830	2500751	LANSING LOBBYIST	LAW DEPARTMENT
MARYGROVE COLLEGE	6279	2589338		EMPLOYMENT AND TRAINING DEPARTMENT
MARYGROVE COLLEGE	6279	2629691		EMPLOYMENT AND TRAINING DEPARTMENT
MARYGROVE COLLEGE	6279	2595777		EMPLOYMENT AND TRAINING DEPARTMENT
MARYGROVE COLLEGE	6279	2627961		EMPLOYMENT AND TRAINING DEPARTMENT
MARYGROVE NONPROFIT CORPORATION	1014543	2507022	FIC #76292 WORK FIRST	EMPLOYMENT AND TRAINING DEPARTMENT
MARYGROVE NONPROFIT CORPORATION	1014543	2512792	ASSESSMENT CTR TITLES IIA/IIC & III	EMPLOYMENT AND TRAINING DEPARTMENT
MARYGROVE NONPROFIT CORPORATION	1014543	2555328	WIA ADULT & OUT-OF-SCHOOL YOUTH	EMPLOYMENT AND TRAINING DEPARTMENT
MARYGROVE NONPROFIT CORPORATION	1014543	2529603	ASSESS CTR MOD#1	FINANCE DEPARTMENT
MARYGROVE NONPROFIT CORPORATION	1014543	2563669	LEARNING RESOURCE CTR WORK FIRST	EMPLOYMENT AND TRAINING DEPARTMENT
MARYGROVE NONPROFIT CORPORATION	1014543	2571652		EMPLOYMENT AND TRAINING DEPARTMENT
MARYGROVE NONPROFIT CORPORATION	1014543	2777810		WORKFORCE DEVELOPMENT DEPARTMENT
MARYGROVE NONPROFIT CORPORATION	1014543	2771650		WORKFORCE DEVELOPMENT DEPARTMENT
MARYGROVE NONPROFIT CORPORATION	1014543	2740292		WORKFORCE DEVELOPMENT DEPARTMENT
MARYGROVE NONPROFIT CORPORATION	1014543	2725976		WORKFORCE DEVELOPMENT DEPARTMENT
MARYGROVE NONPROFIT CORPORATION	1014543	2740278		WORKFORCE DEVELOPMENT DEPARTMENT
MARYGROVE NONPROFIT CORPORATION	1014543	2754537		WORKFORCE DEVELOPMENT DEPARTMENT
MATRIX HUMAN SERVICES	1584	2512563	HEAD START SERVICES	HUMAN SERVICES DEPARTMENT
MATRIX HUMAN SERVICES	1584	2528270	ENPOWERMENT ZONE- PUBLIC SERVICES	PLANNING AND DEVELOPMENT DEPARTMENT
MATRIX HUMAN SERVICES	1584	2541817	PAROLEE EMPLOYMENT TRAINING PROGRAM	EMPLOYMENT AND TRAINING DEPARTMENT
MATRIX HUMAN SERVICES	1584	2557083	2001-2002 HEAD START CONTRACT	HEALTH DEPARTMENT
MATRIX HUMAN SERVICES	1584	2502075	HEAD START SERVICES	HUMAN SERVICES DEPARTMENT
MATRIX HUMAN SERVICES	1584	2532520	HEAD START PROGRAM	HUMAN SERVICES DEPARTMENT
MATRIX HUMAN SERVICES	1584	2501666	JOB SEARCH AND PLACEMENT	NO DEPARTMENT INDICATED
MATRIX HUMAN SERVICES	1584	2512181	SHELTER FOR HOMELESS YOUTH	HUMAN SERVICES DEPARTMENT
MATRIX HUMAN SERVICES	1584	2561392	WORK FIRST & WTW. 2001-2002	EMPLOYMENT AND TRAINING DEPARTMENT
MATRIX HUMAN SERVICES	1584	2606499		EMPLOYMENT AND TRAINING DEPARTMENT
MATRIX HUMAN SERVICES	1584	2847169		HUMAN SERVICES DEPARTMENT
MATRIX HUMAN SERVICES	1584	2767093		HUMAN SERVICES DEPARTMENT
MAYOR'S TIME	1070618	2780286		WORKFORCE DEVELOPMENT DEPARTMENT
METCALF & EDDY OF MI INC	14015	2521208	REHABILITATION OF LIFT PUMPS 1 & 2	SEWERAGE DEPARTMENT

<u>Name of Counterparty</u>	<u>Vendor #</u>	<u>Contract #</u>	<u>Description</u>	<u>City Department</u>
METCO SERVICES INC	13250	2502148		DEPARTMENT OF PUBLIC WORKS
METCO SERVICES INC	13250	2857212		SEWERAGE DEPARTMENT
METROPOLITAN BAPTIST CHURCH HEAD START	9004	2557075	2001-2002 HEAD START CONTRACT	HUMAN SERVICES DEPARTMENT
METROPOLITAN BAPTIST CHURCH HEAD START	9004	2532514	HEAD START PROGRAM	HUMAN SERVICES DEPARTMENT
METROPOLITAN BAPTIST CHURCH HEAD START	9004	2505351		HUMAN SERVICES DEPARTMENT
METROPOLITAN BAPTIST CHURCH HEAD START	9004	2512558	HEAD START SERVICES	HUMAN SERVICES DEPARTMENT
METROPOLITAN BAPTIST CHURCH HEAD START	9004	2768826		HUMAN SERVICES DEPARTMENT
METRO EAST DRUG TREATMENT	10996	2501534	MEDICAID SUBSTANCE ABUSE	NO DEPARTMENT INDICATED
METRO EMPLOYMENT SOLUTIONS	1007722	2564007	WORK FIRST & WELFARE TO WORK	EMPLOYMENT AND TRAINING DEPARTMENT
METRO EMPLOYMENT SOLUTIONS	1007722	2626981		WORKFORCE DEVELOPMENT DEPARTMENT
METROPOLITAN ARTS COMPLEX INC	1001141	2501630	MEDICAID SUBSTANCE ABUSE	NO DEPARTMENT INDICATED
METROPOLITAN ARTS COMPLEX INC	1001141	2501857	SUBSTANCE ABUSE COORDINATION AGENCY	NO DEPARTMENT INDICATED
METROPOLITAN CHILDREN & YOUTH INC	1082096	2847163		HUMAN SERVICES DEPARTMENT
METROPOLITAN DETROIT AFL-CIO	1001142	2502169	JOB SEARCH	NO DEPARTMENT INDICATED
METROPOLITAN DETROIT AFL-CIO	1001142	2603384		EMPLOYMENT AND TRAINING DEPARTMENT
METROPOLITAN DETROIT VISITORS	21182	2530321	ADVERTISING AND PROMTIONAL EXPERTISE	CIVIC CENTER DEPARTMENT
METROPOLITAN DETROIT VISITORS	21182	2550871	PROMOTION FOR COBO CENTER	CIVIC CENTER DEPARTMENT
METROPOLITAN DETROIT VISITORS	21182	2767846	PROFESSIONAL SERVICES CONTRACT	CIVIC CENTER DEPARTMENT
MGM LEGAL MGMT SOLUTIONS	20133	2502235		NO DEPARTMENT INDICATED
MICHIGAN FISCAL STRATEGIES LLC	1119174	2879518		WATER DEPARTMENT
MICHIGAN CONFERENCE SDA DETROIT/METRO	1012847	2506682	NOF PUBLIC SERVICE CONTRACT	FINANCE DEPARTMENT
MICHIGAN DEPARTMENT OF CAREER	1016600	2511440	EMPLOYMENT SERVICES	EMPLOYMENT AND TRAINING DEPARTMENT
MICHIGAN DEPARTMENT OF CAREER	1016600	2620233		EMPLOYMENT AND TRAINING DEPARTMENT
MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2510495	ADVANCE-TRAFFIC SIGNAL MODERNIZATION	DEPARTMENT OF PUBLIC WORKS
MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2517085	BITUMINIOUS COLDMILLING WORK ALONG HWY M102 FROM HWY M53TO KELLY ROAD	DEPARTMENT OF PUBLIC WORKS
MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2500761	DECK REPLACEMENT	NO DEPARTMENT INDICATED
MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2518505	COLDMILLING ALONG HWY. US-24 FROM HWY. M-5(GRAND RIVER) TO M-102	DEPARTMENT OF PUBLIC WORKS

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MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2501400	RESURFACING	DEPARTMENT OF PUBLIC WORKS
MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2501407	RECONSTRUCTION OF DECK	DEPARTMENT OF PUBLIC WORKS
MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2511603	TRAFFIC SIGNALS AND PAVEMENT MARKINGS	DEPARTMENT OF PUBLIC WORKS
MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2501807	DECK REPLACEMENT	NO DEPARTMENT INDICATED
MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2500758	SCREENING	NO DEPARTMENT INDICATED
MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2518522	DECK REPLACEMENT	DEPARTMENT OF PUBLIC WORKS
MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2500787	REPLACE BRIDGES	NO DEPARTMENT INDICATED
MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2512565	CONCRETE OVERLAY FOR STRUCTURE WHICH CARRIES PORTER ST. OVER I-75	DEPARTMENT OF PUBLIC WORKS
MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2501877	BRIDGE	NO DEPARTMENT INDICATED
MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2521604	DECK REPLACEMENT	DEPARTMENT OF PUBLIC WORKS
MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2524693	PEDESTRAIN SCREENING FOR VARIOUS STRUCTURES	DEPARTMENT OF PUBLIC WORKS
MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2502178	RECONSTRUCT HWY - I 75 SPRINGWELL	NO DEPARTMENT INDICATED
MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2501411	BRIDGE AND DECK REPLACEMENT	NO DEPARTMENT INDICATED
MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2567088		DEPARTMENT OF PUBLIC WORKS
MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2502469	RESURFACE DECK	DEPARTMENT OF PUBLIC WORKS
MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2538766	TRAFFIC SIGNALWORK AT DICKERSON ROAD	DEPARTMENT OF PUBLIC WORKS
MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2520074	RECONSTRUCTION OF STRUCTURE WHICH CARRIES GREENFIELD ROAD OVER HWY. M-10	DEPARTMENT OF PUBLIC WORKS
MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2500781	DECK REPLACEMENT	NO DEPARTMENT INDICATED
MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2500779	RESURFACING	NO DEPARTMENT INDICATED

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MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2622755		DEPARTMENT OF PUBLIC WORKS
MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2740688		DEPARTMENT OF PUBLIC WORKS
MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2517764	DECK REPLACEMENT WORK ON BRIDGE	DEPARTMENT OF PUBLIC WORKS
MICHIGAN DEPARTMENT OF STATE HIGHWAYS & TRANSPORTATION	2100	2511049	BITUMINOUS RESURFACING AND CURB WORK ALONG LIVERNOIS	DEPARTMENT OF PUBLIC WORKS
MICHIGAN FOOD AND BEVERAGE ASSOCIATION	1101727	2759218	PERIOD SERVICES FOR METRO YOUTH DAY	RECREATION DEPARTMENT
MICHIGAN FOOD AND BEVERAGE ASSOCIATION	1101727	2786573	METRO YOUTH DAY	RECREATION DEPARTMENT
MICHIGAN HVAC VOCATIONAL	17478	2512764	RETRAINING SERVICES	EMPLOYMENT AND TRAINING DEPARTMENT
MICHIGAN STATE AFL-CIO HRDI	1027005	2769866		WORKFORCE DEVELOPMENT DEPARTMENT
MICHIGAN STATE UNIVERSITY	8167	2795800	ACCIDENT INVESTIGATION COURSES	POLICE DEPARTMENT
MIDNIGHT GOLF PROGRAM	1055952	2778544		WORKFORCE DEVELOPMENT DEPARTMENT
MIDWEST CAREERS INSTITUTE	1062863	2540054	JOB SEARCH & PLACEMENT	EMPLOYMENT AND TRAINING DEPARTMENT
MIDWEST CAREERS INSTITUTE	1062863	2562793	WORK FIRST PROGRAM	EMPLOYMENT AND TRAINING DEPARTMENT
MIDWEST CAREERS INSTITUTE	1062863	2778461		WORKFORCE DEVELOPMENT DEPARTMENT
MIDWEST CAREERS INSTITUTE	1062863	2806239		WORKFORCE DEVELOPMENT DEPARTMENT
MILWAUKEE INVESTMENT CO	17041	2501818		EMPLOYMENT AND TRAINING DEPARTMENT
MILWAUKEE INVESTMENT CO	17041	2524249		WORKFORCE DEVELOPMENT DEPARTMENT
MINERGY DETROIT LLC	1098577	2740099		WATER DEPARTMENT
MIRO WEINER & KRAMER PC	1039572	2665562		LAW DEPARTMENT
MISDEMEANOR DEFENDERS LAW CLINIC PC	1009823	2534641	LEGAL SERVICES	NO DEPARTMENT INDICATED
MITCHCO	1022053	2553859	GAS, COMPRESSED NATURAL	DEPARTMENT OF TRANSPORTATION
MOLLY LEVITT	1951	2500956		HUMAN SERVICES DEPARTMENT
MOLLY LEVITT	1951	2500955		HUMAN SERVICES DEPARTMENT
MOMS & BABES TOO MSSP/ISSP INC	1013849	2508892	25-WIC 9/99 CERTIFICATION	HEALTH DEPARTMENT
MONTEZ GROUP	1100889	2769654		MAYOR'S OFFICE
MOORE & ASSOCIATES INC	1001299	2501402	EMPOWERMENT ZONE PROJECT	RECREATION DEPARTMENT
MOORISH SCIENCE TEMPLE OF AMERICA	1003703	2506282	NOF PUBLIC SERVICE	FINANCE DEPARTMENT
MORGAN FRAZIER SPECIALIZED SERVICES	1001308	2502273	CONSULTANT NUISANCE ABATEMENT	BUILDINGS AND SAFETY DEPARTMENT
MOSAIC YOUTH THEATRE OF DETROIT	1001332	2543835	THEATRICAL TRAINING	RECREATION DEPARTMENT
MOTOR CITY ELECTRIC CO	13102	2581185		PUBLIC LIGHTING DEPARTMENT
MOTOR CITY ELECTRIC CO	13102	2501432	ELECTRICAL CONSTRUCTION PL 130	NO DEPARTMENT INDICATED
MOTOR CITY ELECTRIC CO	13102	2611714		PUBLIC LIGHTING DEPARTMENT

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MOTOR CITY ELECTRIC CO	13102	2611719		PUBLIC LIGHTING DEPARTMENT
MOTOR CITY ELECTRIC CO	13102	2558810	DWS-833 AS-NEEDED LOW VOLTAGE WIRING	WATER DEPARTMENT
MOTOR CITY ELECTRIC/METCO SERVICES AJV	1033698	2537241	FREQUENCY DRIVES AT WWTP'S INTERMEDIATE LIFT PUMP STATION #2	SEWERAGE DEPARTMENT
MOTOR CITY PIPE	1001344	2753399	WING SEALS STAINLESS STEEL STRAPPING	GENERAL SERVICES DEPARTMENT
MOTOR CITY PIPE	1001344	2763247	PLUMBING & STEAM FITTING SUPPLIES	GENERAL SERVICES DEPARTMENT
NARDIN PARK DRUG ABUSE CENTER	1706	2501540	MEDICAID SUBSTANCE ABUSE	NO DEPARTMENT INDICATED
NARDIN PARK DRUG ABUSE CENTER	1706	2506559	SUBSTANCE ABUSE FYE9/98 NARDIN PARK	HEALTH DEPARTMENT
NATIONAL COUNCIL ON ALCOHOLISM	16455	2501541	MEDICAID SUBSTANCE ABUSE	NO DEPARTMENT INDICATED
NEIGHBORHOOD DEVELOPMENT CORPORATION	20509	2501589	LAND ACQUISITION SITE PREPARATION	PLANNING AND DEVELOPMENT DEPARTMENT
NEIGHBORHOOD RECONCILIATION CENTER INC	1000268	2533307		HUMAN RIGHTS DEPARTMENT
NEIGHBORHOOD SERVICE ORGANIZATION	8118	2547780	WALK IN CENTER FOR THE HOMELESS	HUMAN SERVICES DEPARTMENT
NEIGHBORHOOD SERVICE ORGANIZATION	8118	2532814	24 HOUR WALK IN CENTER	HUMAN SERVICES DEPARTMENT
NEIGHBORHOOD SERVICE ORGANIZATION	8118	2527949	963-STAY (HOMELESS HOTLINE)	HUMAN SERVICES DEPARTMENT
NEIGHBORHOOD SERVICE ORGANIZATION	8118	2501594	SERVICES FOR THE HOMELESS	HUMAN SERVICES DEPARTMENT
NEIGHBORHOOD SERVICE ORGANIZATION	8118	2557085	2001-2002 HEAD START (HIPPIE) CONTRACT	HUMAN SERVICES DEPARTMENT
NEIGHBORHOOD SERVICE ORGANIZATION	8118	2849011		HEALTH DEPARTMENT
NESS BORIS CORPORATION	1087558	2693925		PLANNING AND DEVELOPMENT DEPARTMENT
NETCOL ASSOCIATES INC	1101173	2782059		HEALTH DEPARTMENT
NETCOL ASSOCIATES INC	1101173	2756230		HEALTH DEPARTMENT
NETIMATION INC	20384	2502117	PROFESSIONAL SERVICES	NO DEPARTMENT INDICATED
NEW CENTER COMMUNITY	19199	2502090		NO DEPARTMENT INDICATED
NEW DAY MULTI-PURPOSE COMMUNITY	14872	2510758	NUTRITIONAL MEALS, TRANSPORTATION	HUMAN SERVICES DEPARTMENT
NEW DAY MULTI-PURPOSE COMMUNITY	14872	2533571	SHELTER AND SUPPORTIVE SERVICES	HUMAN SERVICES DEPARTMENT
NEW DETROIT INC	10869	2529859	WIA CLASSROOM INSTRUCTION	EMPLOYMENT AND TRAINING DEPARTMENT
NEW DETROIT INC	10869	2502172	EZ-PUBLIC SERVICE	PLANNING AND DEVELOPMENT DEPARTMENT
NEW LIFE HOME FOR RECOVERING	18726	2501457	SUBSTANCE ABUSE COOR AGENCY 9-99	HEALTH DEPARTMENT
NEW LIFE HOME FOR RECOVERING	18726	2501621	MEDICAID SUBSTANCE ABUSE	NO DEPARTMENT INDICATED
NEW LIGHT RECOVERY CENTER INC	1003695	2501638	MEDICAID SUBSTANCE ABUSE	NO DEPARTMENT INDICATED
NEW ST PAUL HEAD START AGENCY	1048766	2620502		HUMAN SERVICES DEPARTMENT
NEW ST PAUL HEAD START AGENCY	1048766	2587304		HUMAN SERVICES DEPARTMENT
NEW TECHNOLOGY LTD	16280	2500969		SEWERAGE DEPARTMENT
NEYER-TISEO & HINDO CONSULTANTS	23847	2500895	CS-1283 SEWER OVERFLOW PLAN	SEWERAGE DEPARTMENT
NITRO TELECOM COMMUNICATIONS SPECIALIST	1012632	2582916		FINANCE DEPARTMENT
NOETIX CORPORATION	1067921	2649928		NON-DEPARTMENTAL

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NORTH CENTRAL COMMUNITY MENTAL HEALTH	1003696	2501657		NO DEPARTMENT INDICATED
NORTHEAST HEALTH SERVICES INC	1003700	2507303	MEDICAID SERVICES	HEALTH DEPARTMENT
NORTHERN AREA ASSOCIATION	19677	2509233	HOME REPAIR TECHNICAL ASSISTANCE	FINANCE DEPARTMENT
NORTHSTAR COMMUNITY DEVELOPMENT CORP	1018049	2565847	PREDEVELOPMENT ACTIVITIES	FINANCE DEPARTMENT
NORTHSTAR COMMUNITY DEVELOPMENT CORP	1018049	2536554	36/LS-CHDO OPERATING SUPPORT	FINANCE DEPARTMENT
NORTHSTAR COMMUNITY DEVELOPMENT CORP	1018049	2517450	NOF PUBLIC SERVICE CONTRACT	FINANCE DEPARTMENT
NORTHWEST COMMUNITY PROGRAMS INC	1062722	2676860		HUMAN SERVICES DEPARTMENT
NORTHWEST COMMUNITY PROGRAMS INC	1062722	2765500	PROFESSIONAL SERVICES CONTRACT	RECREATION DEPARTMENT
NORTHWEST DETROIT NON-PROFIT	12557	2510026	PUBLIC FACILITY REHAB.-FICS #74895	FINANCE DEPARTMENT
NOVA CONTRACTING CORPORATION	14983	2504312	ENLOADER / W OPERATOR (M-80754)	SEWERAGE DEPARTMENT
NOVA DEVELOPMENT GROUP DETROIT LLC	1107544	2809435		HUMAN SERVICES DEPARTMENT
NTH CONSULTANTS LTD	16602	2504056	CONSULTING UGS TANKS	DEPARTMENT OF PUBLIC WORKS
NTH CONSULTANTS LTD	16602	2501727	ENVIRONMENTAL SERVICES-FICS #73837	PLANNING AND DEVELOPMENT DEPARTMENT
NTH CONSULTANTS LTD	16602	2502022	GEO TECHNICAL ENG. SERVICES AM 1 250,000	WATER DEPARTMENT
NTH CONSULTANTS LTD	16602	2627188		RECREATION DEPARTMENT
OFFICE EXPRESS	1105974	2731413		MAYOR'S OFFICE
O'LAUGHLIN CONSTRUCTION	12053	2507308	RENOVATION OF HYDRAULIC STRUCTURES	WATER DEPARTMENT
O'LAUGHLIN CONSTRUCTION	12053	2574640	PC-695 IN SYSTEM STORAGE	SEWERAGE DEPARTMENT
OLYMPIA ENTERTAINMENT	1007150	2507725	PARKING FACILITY MANAGEMENT SERVICES	MUNICIPAL PARKING DEPARTMENT
OMNICARE HEALTH PLAN	1005707	2546137	WIC CERTIFICATION	HEALTH DEPARTMENT
OMNICARE HEALTH PLAN	1005707	2507763	25 WIC 1999 CERTIFICATION	HEALTH DEPARTMENT
OMNILEARN LLC	1066579	2633220		NON-DEPARTMENTAL
ONYX ENTERPRISE INC	1116187	2858656		WATER DEPARTMENT
OPERATION ABLE OF MICHIGAN	17427	2519090	BASIC SKILLS AND OCCUPATIONAL SKILLS	EMPLOYMENT AND TRAINING DEPARTMENT
OPERATION ABLE OF MICHIGAN	17427	2519079	BASIC SKILLS AND OCCUPATIONAL SKILLS.	EMPLOYMENT AND TRAINING DEPARTMENT
OPERATION ABLE OF MICHIGAN	17427	2501939	PUBLIC SERVICE EZ	NO DEPARTMENT INDICATED
OPERATION ABLE OF MICHIGAN	17427	2797761		WORKFORCE DEVELOPMENT DEPARTMENT
OPERATION ABLE OF MICHIGAN	17427	2771757		WORKFORCE DEVELOPMENT DEPARTMENT
OPERATION ABLE OF MICHIGAN	17427	2740218		WORKFORCE DEVELOPMENT DEPARTMENT
OPERATION GET DOWN	3347	2550216	TRANSITIONAL HOUSING	HUMAN SERVICES DEPARTMENT
OPERATION GET DOWN	3347	2533044	EMERGENCY NEED RESOURCES	HUMAN SERVICES DEPARTMENT

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OPERATION GET DOWN	3347	2518996	EMERGENCY NEED RESOURCES	HUMAN SERVICES DEPARTMENT
OPERATION GET DOWN	3347	2588310		HUMAN SERVICES DEPARTMENT
OPERATION GET DOWN	3347	2557544	FAMILY AND COMMODITY SERVICES	FINANCE DEPARTMENT
OPERATION GET DOWN	3347	2776867		HUMAN SERVICES DEPARTMENT
OPERATION GET DOWN	3347	2746767		HUMAN SERVICES DEPARTMENT
OPERATION GET DOWN	3347	2810794		HUMAN SERVICES DEPARTMENT
OPERATION GET DOWN	3347	2775349		HUMAN SERVICES DEPARTMENT
OPERATION GET DOWN	3347	2803609		HUMAN SERVICES DEPARTMENT
OPERATION HELP INC	1442	2501652	WF EMP SKILLS & JOB PLACEMENT	EMPLOYMENT AND TRAINING DEPARTMENT
OPERATION HELP INC	1442	2721152		WORKFORCE DEVELOPMENT DEPARTMENT
OPERATION HELPING HAND INC	19338	2511433	EMERGENCY SHELTER	FINANCE DEPARTMENT
ORCHARDS CHILDRENS SERVICE	1015406	2778756		WORKFORCE DEVELOPMENT DEPARTMENT
ORDER OF THE FISHERMEN MINISTRY	1057660	2557060	2001-2002 HEAD START CONTRACT	HUMAN SERVICES DEPARTMENT
ORDER OF THE FISHERMEN MINISTRY	1057660	2532503	HEAD START PROGRAM	HUMAN SERVICES DEPARTMENT
ORDER OF THE FISHERMEN MINISTRY	1057660	2512545	HEAD START SERVICES	RECREATION DEPARTMENT
ORDER OF THE FISHERMEN MINISTRY	1057660	2620494		HUMAN SERVICES DEPARTMENT
ORDER OF THE FISHERMEN MINISTRY	1057660	2502084		HUMAN SERVICES DEPARTMENT
ORDER OF THE FISHERMEN MINISTRY	1057660	2797263		HUMAN SERVICES DEPARTMENT
ORGANIZATION & SYSTEMS CHANGE CONSULTANTS	1101841	2779409		WORKFORCE DEVELOPMENT DEPARTMENT
PARK RITE	18490	2504157	PROFESSIONAL PARKING MANAGEMENT	MUNICIPAL PARKING DEPARTMENT
PARK RITE	18490	2570673		MUNICIPAL PARKING DEPARTMENT
PARK RITE	18490	2504154	PROFESSIONAL PARKING MANAGEMENT	MUNICIPAL PARKING DEPARTMENT
PARK RITE	18490	2504153	PROFESSIONAL PARKING MANAGEMENT	MUNICIPAL PARKING DEPARTMENT
PARK RITE	18490	2501379	EASTERN MARKET GARAGE	MUNICIPAL PARKING DEPARTMENT
PARKVIEW COUNSELING CENTER	1003697	2501728	MEDICAID SUBSTANCE ABUSE	HEALTH DEPARTMENT
PARSONS BRINCKEROFF MICHIGAN INC	1025586	2531875	DEVELOP TRAFFIC MASTER PLAN	DEPARTMENT OF PUBLIC WORKS
PARSONS BRINCKEROFF MICHIGAN INC	1025586	2666820		RECREATION DEPARTMENT
PARTRIDGE ENTERPRISES INC	19090	2515024	REMOVAL OF DEAD ANIMALS	HEALTH DEPARTMENT
PARTRIDGE ENTERPRISES INC	19090	2773727		HEALTH DEPARTMENT
PATTERSON PHIFER	1007814	2508834	KUE/SWANGER/ WALKER/BOONE V CITY	LAW DEPARTMENT
PATTERSON PHIFER	1007814	2509732	LEGAL SERVICES	LAW DEPARTMENT
PATTERSON PHIFER	1007814	2521163	LEGAL SERVICES	LAW DEPARTMENT
PATTERSON PHIFER	1007814	2521178	LEGAL SERVICES	LAW DEPARTMENT
PATTERSON PHIFER	1007814	2513517	MAURICE BROWN V CITY OF DETROIT, ET AL	LAW DEPARTMENT
PATTERSON PHIFER & PHILLIPS	17376	2505725	LEGAL SERVICES	FINANCE DEPARTMENT
PATTERSON PHIFER & PHILLIPS	17376	2505728	LEGAL SERVICES	LAW DEPARTMENT
PAYNE-PULLIAM SCHOOL OF TRADE	7737	2564267	WORKFIRST/WTW, 10/1/01 - 9/30/02, JS/JR	EMPLOYMENT AND TRAINING DEPARTMENT

<u>Name of Counterparty</u>	<u>Vendor #</u>	<u>Contract #</u>	<u>Description</u>	<u>City Department</u>
PAYNE-PULLIAM SCHOOL OF TRADE	7737	2528278	WIA BASIC EDUCATION AGES 14-18	EMPLOYMENT AND TRAINING DEPARTMENT
PAYNE-PULLIAM SCHOOL OF TRADE	7737	2740260		WORKFORCE DEVELOPMENT DEPARTMENT
PAYNE-PULLIAM SCHOOL OF TRADE AND COMMERCE	1030662	2778463		WORKFORCE DEVELOPMENT DEPARTMENT
PAYNE-PULLIAM SCHOOL OF TRADE AND COMMERCE	1030662	2801097		WORKFORCE DEVELOPMENT DEPARTMENT
PAYNE-PULLIAM SCHOOL OF TRADE AND COMMERCE	1030662	2778760		WORKFORCE DEVELOPMENT DEPARTMENT
PCT SECURITY LLC	1107205	2812357	SURVEILLANCE EQUIPMENT INSTALLATION	WORKFORCE DEVELOPMENT DEPARTMENT
PEGGY YOUNG & ASSOCIATES INC	7333	2502363	APPRAISAL SERVICES	PLANNING AND DEVELOPMENT DEPARTMENT
PEGGY YOUNG & ASSOCIATES INC	7333	2763958		PLANNING AND DEVELOPMENT DEPARTMENT
PEOPLE'S COMMUNITY SERVICES OF METROPOLITAN DETROIT	10686	2501460	SUBSTANCE ABUSE COORDINATION AGENCY	NO DEPARTMENT INDICATED
PEOPLE'S CREATIVE ENSEMBLE	14786	2501435	PUBLIC SERVICE	NO DEPARTMENT INDICATED
PEPPER HAMILTON LLP	1009412	2635807		LAW DEPARTMENT
PEPPER HAMILTON LLP	1009412	2719996		LAW DEPARTMENT
PERRY MATHIS MD	1012076	2559401	DRUG TREATMENT PROGRAM PHYSICIAN	FINANCE DEPARTMENT
PERRY MATHIS MD	1012076	2544150	DRUG TREATMENT PROGRAM PHYSICIAN	HUMAN SERVICES DEPARTMENT
PERRY MATHIS MD	1012076	2508114	DRUG TREATMENT PROGRAM	FINANCE DEPARTMENT
PERRY MATHIS MD	1012076	2513140	DRUG TREATMENT PROGRAM PHYSICIAN	HUMAN SERVICES DEPARTMENT
PES GROUP PC	1110552	2751356		SEWERAGE DEPARTMENT
PHARMACY EMPLOYMENT SERVICE	1053611	2572655		HEALTH DEPARTMENT
PHIFER & WHITE PC	1027627	2537538	LEGAL SERVICES: SMITH/WIGGINS V CITY	LAW DEPARTMENT
PHIFER & WHITE PC	1027627	2537563	LEGAL SERVICES: WOODWARD/JEAN V CITY	LAW DEPARTMENT
PHIFER & WHITE PC	1027627	2623900		LAW DEPARTMENT
PHILLIP G CRAMER MD	1019205	2527982	TB MEDICAL SERVICES	HEALTH DEPARTMENT
PHILLIP G CRAMER MD	1019205	2579701		HEALTH DEPARTMENT
PHOENIX SERVICES UNLIMITED INC	19496	2501351	BATTERER'S SCHOOL	NO DEPARTMENT INDICATED
PHOENIX SERVICES UNLIMITED INC	19496	2548814	DOMESTIC VIOLENCE COUNSELING	POLICE DEPARTMENT
PIERCE MONROE & ASSOCIATES INC	18223	2501044		FINANCE DEPARTMENT
PIERCE MONROE & ASSOCIATES INC	18223	2502104		FINANCE DEPARTMENT
PIQUETTE MARKET INC	1072282	2803604		HUMAN SERVICES DEPARTMENT
PIQUETTE MARKET INC	1072282	2775345		HUMAN SERVICES DEPARTMENT
PIQUETTE MARKET INC	1072282	2743795		HUMAN SERVICES DEPARTMENT
PLANNED PARENTHOOD	1012848	2603682		FINANCE DEPARTMENT
PLUNKETT & COONEY PC	10371	2527611	LEGAL SERVICES	LAW DEPARTMENT
PLUNKETT & COONEY PC	10371	2536997	LEGAL SERVICES	LAW DEPARTMENT
PLUNKETT & COONEY PC	10371	2590835		LAW DEPARTMENT

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PLUNKETT & COONEY PC	10371	2540467	LEGAL SERVICES: ADAMS, ET AL V CITY, ET AL	LAW DEPARTMENT
PLUNKETT & COONEY PC	10371	2508813	IRA LEE TODD V CITY OF DETROIT, ET AL	LAW DEPARTMENT
PLUNKETT & COONEY PC	10371	2508816	GRAZES/IVERZAI/SMITH, ET AL V CITY	LAW DEPARTMENT
PLUNKETT & COONEY PC	10371	2527406	LEGAL SERVICES	LAW DEPARTMENT
PLUNKETT & COONEY PC	10371	2538058	LEGAL SERVICES	LAW DEPARTMENT
PLUNKETT & COONEY PC	10371	2501702	LEGAL SERVICES	LAW DEPARTMENT
PLUNKETT & COONEY PC	10371	2538244	LEGAL SERVICES	LAW DEPARTMENT
PLUNKETT & COONEY PC	10371	2652076	LEGAL SERVICES	LAW DEPARTMENT
PLUNKETT & COONEY PC	10371	2502112	LEGAL SERVICES	LAW DEPARTMENT
PLUNKETT & COONEY PC	10371	2537223	LORETTA BOOTH V CITY OF DETROIT	LAW DEPARTMENT
PLUNKETT & COONEY PC	10371	2569755		LAW DEPARTMENT
PLUNKETT & COONEY PC	10371	2570503		LAW DEPARTMENT
PLUNKETT & COONEY PC	10371	2774678		LAW DEPARTMENT
PMA CONSULTANTS LLC	1001050	2525616	CAPITAL IMPROVEMENT PROGRAM	WATER DEPARTMENT
PMA CONSULTANTS LLC	1001050	2615907		WATER DEPARTMENT
PMA CONSULTANTS LLC	1001050	2664835		WATER DEPARTMENT
POLICE ATHLETIC LEAGUE INC	3703	2535838	TENNIS PROGRAM	RECREATION DEPARTMENT
POPKIN SOFTWARE SYSTEMS	20304	2518460	SYSTEMS ARCHITECT AND OPTIONS	INFORMATION TECHNOLOGY SERVICES
POSEN CONSTRUCTION CO	20208	2748229	BELLE ISLE SCOTT FOUNTAIN LAGOON PIPELINE SYSTEM CLEAN-OUT	RECREATION DEPARTMENT
POSEN CONSTRUCTION CO	20208	2584529		WATER DEPARTMENT
POSITIVE IMAGES	19950	2501495		HEALTH DEPARTMENT
POSITIVE IMAGES	19950	2501653	MEDICAID SUBSTANCE ABUSE	HEALTH DEPARTMENT
PR NETWORKS INC	19552	2555369	COMBINED SEWER OVERFLOW PLANNING	SEWERAGE DEPARTMENT
PR NETWORKS INC	19552	2508487	CSO PLANNING	WATER DEPARTMENT
PREMIER STAFFING SOURCE INC	1118976	2877577	TEMPORARY STAFFING SERVICES	HUMAN RESOURCES DEPARTMENT
PRISM SOLUTIONS LLC	1051836	2610132		RECREATION DEPARTMENT
PROBE ENVIRONMENTAL INC	19803	2502194	ABATEMENT OF ASBESTOS	DEPARTMENT OF PUBLIC WORKS
PROJECT GET	20363	2540814	JOB SEARCH & PLACEMENT-WORK FIRST	EMPLOYMENT AND TRAINING DEPARTMENT
PROJECT GET	20363	2563946	JOB SEARCH & PLACEMENT	EMPLOYMENT AND TRAINING DEPARTMENT
PROJECT GET	20363	2501733	JOB SEARCH	NO DEPARTMENT INDICATED
PROJECT GET	20363	2778465		WORKFORCE DEVELOPMENT DEPARTMENT
PROJECT GET	20363	2806247		WORKFORCE DEVELOPMENT DEPARTMENT
PROJECT INNOVATIONS	20068	2676527		WATER DEPARTMENT
PROJECT MANAGEMENT ASSOCIATION INC	16277	2508603	CS-1242 THIRD PARTY SCHEDULING	WATER DEPARTMENT
PROJECT RESULTS LLC	1119030	2878908		WATER DEPARTMENT
PROVIDENCE COMMUNITY SERVICES/ROSS IES	1095234	2778467		WORKFORCE DEVELOPMENT DEPARTMENT

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PROVIDENCE COMMUNITY SERVICES/ROSS IES	1095234	2778477		WORKFORCE DEVELOPMENT DEPARTMENT
PROVIDENCE COMMUNITY SERVICES/ROSS IES	1095234	2761554		WORKFORCE DEVELOPMENT DEPARTMENT
PROVIDENCE COMMUNITY SERVICES/ROSS IES	1095234	2778661		WORKFORCE DEVELOPMENT DEPARTMENT
PVS TECHNOLOGIES INC	24231	2501270		SEWERAGE DEPARTMENT
R L WINIGER & COMPANY	1033182	2506508	INVESTIGATIVE SERVICES	FINANCE DEPARTMENT
RALPH CALDER & ASSOC	20041	2502210	PATTON PARK POOL/RECREATION FACILITY	RECREATION DEPARTMENT
RAM CONSTRUCTION SERVICES OF MICHIGAN	1104845	2786314	CONSTRUCTION CONTRACT	RECREATION DEPARTMENT
RAMA RAO & ALFRED INC	15030	2502274	A/E SERVICES WATER WORKS	NO DEPARTMENT INDICATED
RAMA RAO & ALFRED INC	15030	2501613	WWP-WTP SCREEN HOUSE REHAB	WATER DEPARTMENT
RAMA RAO & ALFRED INC	15030	2500977	BLUEHILL STATION ADDITIONS	NO DEPARTMENT INDICATED
RAMA RAO & ALFRED INC	15030	2767688	CONTRACT FOR PROFESSIONAL SERVICES	INFORMATION TECHNOLOGY SERVICES
RANDALL S LEVINE PC DBA LEVINE & LEVINE PC	1017685	2513748	LEGAL SERVICES	OMBUDSPERSON
RANDY LANE PC	1070228	2879763	CONTRACT FOR ACCOUNTING SERVICES	FINANCE DEPARTMENT
RAYMOND JONES MD	10770	2513137	DRUG TREATMENT PROGRAM PHYSICIAN	HUMAN SERVICES DEPARTMENT
RAYMOND JONES MD	10770	2544138	DRUG TREATMENT PROGRAM PHYSICIAN	HUMAN SERVICES DEPARTMENT
RAYMOND JONES MD	10770	2508115	SERVICES FOR DRUG TREATMENT PROGRAM	FINANCE DEPARTMENT
RAYMOND JONES MD	10770	2559423	PHISICIAN FOR DRUG TREATMENT PROGRAM	FINANCE DEPARTMENT
RAYMOND JONES MD	10770	2591480		HUMAN SERVICES DEPARTMENT
REACH INC	17260	2504789	NOF-PUBLIC SERVICE CONTRACT	FINANCE DEPARTMENT
REACH PROJECT INC	1048827	2599632		HEALTH DEPARTMENT
REDSTONE ARCHITECTS	1001648	2506677	CAMPUS MARTIUS PARK DEVELOPMENT	RECREATION DEPARTMENT
REID & REID PC	1012544	2633008		LAW DEPARTMENT
RENAISSANCE PROPERTIES INC	1032580	2562053		FINANCE DEPARTMENT
RENAISSANCE PROPERTIES INC	1032580	2534576		HUMAN SERVICES DEPARTMENT
RESOURCE DATA SYSTEMS CORP	10349	2500772	LAW DEPARTMENT COMPUTER SYSTEMS	LAW DEPARTMENT
RESOURCE NETWORK	1007604	2560345	JOB SEARCH AND PLACEMENT	EMPLOYMENT AND TRAINING DEPARTMENT
RESOURCE NETWORK	1007604	2726455		WORKFORCE DEVELOPMENT DEPARTMENT
RESOURCE NETWORK	1007604	2778663		WORKFORCE DEVELOPMENT DEPARTMENT
RESPONSE NETWORK	1103012	2771949	CUSTOM SOFTWARE DEVELOPMENT	POLICE DEPARTMENT
RIGHT ASSOCIATES /JANNOTTA BRAY & ASSOCIATES	20383	2511677	EXECUTIVE COACHING SERVICES	HUMAN RESOURCES DEPARTMENT
RILEY ROUMELL & CONNOLLY PC	1060612	2623897		LAW DEPARTMENT
RILEY ROUMELL & CONNOLLY PC	1060612	2623906		LAW DEPARTMENT

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RILEY ROUMELL & CONNOLLY PC	1060612	2623942		LAW DEPARTMENT
RLI INSURANCE COMPANY	1099957	2765028		WATER DEPARTMENT
ROBERT C BIRKS MD PC	7251	2578999		HUMAN SERVICES DEPARTMENT
ROBERT C BIRKS MD PC	7251	2592085		HUMAN SERVICES DEPARTMENT
ROBERT MATHEWS & ASSOCIATES INC	1059586	2620918		HUMAN SERVICES DEPARTMENT
ROBERT SEDLER	9851	2769756	CONSULTANT SERVICES	LAW DEPARTMENT
ROSE & ROSE	15597	2500750	LEGAL SERVICES	NO DEPARTMENT INDICATED
ROSS LEARNING INC	10675	2562588	WF WTW TIREMAN/GREYDALE PY 2002	EMPLOYMENT AND TRAINING DEPARTMENT
ROSS LEARNING INC	10675	2562593	WF & WTW FORT WAYNE PY 2002	EMPLOYMENT AND TRAINING DEPARTMENT
ROSS LEARNING INC	10675	2554055	BASIC LITERACY & COORDINATION	EMPLOYMENT AND TRAINING DEPARTMENT
ROSS LEARNING INC	10675	2562407	WF & WTW LTC PY 2002	EMPLOYMENT AND TRAINING DEPARTMENT
ROSS LEARNING INC	10675	2549631	WTW COMPETITIVE COORDINATION	EMPLOYMENT AND TRAINING DEPARTMENT
ROSS LEARNING INC	10675	2537106	WIA ITA IMPLEMENTATION PY 01	EMPLOYMENT AND TRAINING DEPARTMENT
ROSS LEARNING INC	10675	2540277	WF & FOOD STAMP ITA PY 01	EMPLOYMENT AND TRAINING DEPARTMENT
ROSS LEARNING INC	10675	2572344		EMPLOYMENT AND TRAINING DEPARTMENT
ROSS LEARNING INC	10675	2624160		EMPLOYMENT AND TRAINING DEPARTMENT
ROSS LEARNING INC	10675	2599059		EMPLOYMENT AND TRAINING DEPARTMENT
ROY F WESTON INC	16868	2512933	ENVIRONMENTAL SERVICES - FICS #74431	FINANCE DEPARTMENT
ROY F WESTON INC	16868	2501574	WATERFRONT RECLAMATION PROJECT	LAW DEPARTMENT
ROY F WESTON INC	16868	2531736	VARIOUS HEALTH AND SAFETY PROGRAMS	WATER DEPARTMENT
ROYAL ROOFING CO INC	13119	2730710	ROOF REPLACEMENT	RECREATION DEPARTMENT
S D HAMILTON GROUP	1019484	2603327		FINANCE DEPARTMENT
SABRE CONTRACTING LLC	1106108	2797979	RENOVATIONS	RECREATION DEPARTMENT
SACRED HEART MAJOR SEMINARY	1576	2501491	FICS CONTRACT 078684 SPO 2510159	HEALTH DEPARTMENT
SACRED HEART REHABILITATION CENTER, INC	1013401	2507443	MEDICAID S.A. FYE 9/99 SACRED HEART	HEALTH DEPARTMENT
SAFE CENTER INC	19547	2501207		NO DEPARTMENT INDICATED
SAFE CENTER INC	19547	2557542	FAMILY SERVICES AND COUNSELING	FINANCE DEPARTMENT
SAFE CENTER INC	19547	2533141	EMERGENCY SERVICES	HUMAN SERVICES DEPARTMENT
SALVATION ARMY BOOTH SERVICES	15401	2510155	TRANSITIONAL HOUSING	FINANCE DEPARTMENT
SANDERS & JOHNSON PLLC	1003611	2538824	LEGAL SERVICES	LAW DEPARTMENT
SANDERS & JOHNSON PLLC	1003611	2538789	LEGAL SERVICES	LAW DEPARTMENT
SANDERS & JOHNSON PLLC	1003611	2538820	LEGAL SERVICES: CLAUDE NELSON V CITY	LAW DEPARTMENT
SANDERS & JOHNSON PLLC	1003611	2505098	LEGAL SERVICES	FINANCE DEPARTMENT
SANDERS & JOHNSON PLLC	1003611	2538816	BRADFORD ERVING V CITY/HAYWARD	LAW DEPARTMENT
SANDERS & JOHNSON PLLC	1003611	2538794	EST. OF TOMMIE THOMAS V CITY	LAW DEPARTMENT
SANDERS & JOHNSON PLLC	1003611	2534988	PATRICK HATFIELD V CITY	LAW DEPARTMENT
SBC GLOBAL SERVICES	1075635	2850826		WATER DEPARTMENT

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SCHINDLER ELEVATOR CORPORATION	6926	2558355	MADISON CENTER ELEVATOR MAINTENANCE	NO DEPARTMENT INDICATED
SCHUMAKER & COMPANY INC	1064547	2689171		BUDGET DEPARTMENT
SER CASA ACADEMY	1025139	2589594	EMPOWERMENT ZONE- PUBLIC SERVICE	PLANNING AND DEVELOPMENT DEPARTMENT
SER METRO DETROIT - JOB FOR PROGRESS	3369	2528378	YOUTH OPPORTUNITY GRANT # 2	EMPLOYMENT AND TRAINING DEPARTMENT
SER METRO DETROIT - JOB FOR PROGRESS	3369	2519316	YOUTH OPPORTUNITIES	EMPLOYMENT AND TRAINING DEPARTMENT
SER METRO DETROIT - JOB FOR PROGRESS	3369	2622682		WORKFORCE DEVELOPMENT DEPARTMENT
SER METRO DETROIT - JOB FOR PROGRESS	3369	2536987	INDIVIDUAL TRAINING ACCOUNTS	EMPLOYMENT AND TRAINING DEPARTMENT
SER METRO DETROIT - JOB FOR PROGRESS	3369	2594584		WORKFORCE DEVELOPMENT DEPARTMENT
SER METRO DETROIT - JOB FOR PROGRESS	3369	2501434	PUBLIC FACILITY REHAB	NO DEPARTMENT INDICATED
SER METRO DETROIT - JOB FOR PROGRESS	3369	2778762		WORKFORCE DEVELOPMENT DEPARTMENT
SER METRO DETROIT - JOB FOR PROGRESS	3369	2775948		WORKFORCE DEVELOPMENT DEPARTMENT
SER METRO DETROIT - JOB FOR PROGRESS	3369	2761551		WORKFORCE DEVELOPMENT DEPARTMENT
SERCO INC	16569	2568070		EMPLOYMENT AND TRAINING DEPARTMENT
SERCO INC	16569	2623557		EMPLOYMENT AND TRAINING DEPARTMENT
SERCO INC	16569	2548196	PARTNERSHIP FOR ADULT LEARNING	EMPLOYMENT AND TRAINING DEPARTMENT
SERCO INC	16569	2561194	JOB SEARCH AND JOB PLACEMENT (JSP)	EMPLOYMENT AND TRAINING DEPARTMENT
SERCO INC	16569	2561177	JOB SEARCH AND PLACEMENT(DEC-2K)	EMPLOYMENT AND TRAINING DEPARTMENT
SERCO INC	16569	2778471		WORKFORCE DEVELOPMENT DEPARTMENT
SERCO INC	16569	2806253		WORKFORCE DEVELOPMENT DEPARTMENT
SFT INCORPORATED	1033579	2536333	FOR MISTERSKI POWER PLANT PROJECT	CITY COUNCIL
SHAR HOUSE	11024	2501503	SUBSTANCE ABUSE COORDINATION AGENCY	NO DEPARTMENT INDICATED
SHAR HOUSE	11024	2501501	SUBSTANCE ABUSE COORDINATION AGENCY	NO DEPARTMENT INDICATED
SHAR HOUSE	11024	2564200	WOMEN AND CHILDREN EXPANSION GRANT	HEALTH DEPARTMENT
SHAR HOUSE	11024	2501642	MEDICAID SUBSTANCE ABUSE	NO DEPARTMENT INDICATED
SHARON B HARBIN	1007355	2500897	APPRAISAL SERVICES	WATER DEPARTMENT
SHARON RODDY MD	1016242	2544065		HUMAN SERVICES DEPARTMENT
SHEVRIN CONSULTING SERVICES	1081120	2658592		WORKFORCE DEVELOPMENT DEPARTMENT
SIEMENS BUILDING TECHNOLOGIES INC	1080147	2799544	CONTROL SYSTEM IMPROVEMENTS	RECREATION DEPARTMENT
SIEMENS HEALTHCARE DIAGNOSTICS	1101501	2849348	ON-SITE DRUG TESTING	HEALTH DEPARTMENT
SIGMA ASSOCIATES INC	16676	2516544	CS-1076 BELLE ISLE REHAB	SEWERAGE DEPARTMENT
SILVERI ARCHITECTS	1031901	2549574	EMPOWERMENT ZONE IMPROVEMENT	RECREATION DEPARTMENT
SIMON HOUSE	18009	2541640	PERMANENT HOUSING (FICS#074931)	FINANCE DEPARTMENT
SIMON HOUSE	18009	2510640	EMERGENCY SHELTER	FINANCE DEPARTMENT
SIMONE CONTRACTING CORPORATION	1000476	2786501	CONSTRUCTION CONTRACT	RECREATION DEPARTMENT
SMITH BROS ELECTRIC INC	1018473	2582919		FINANCE DEPARTMENT
SMITH BROS ELECTRIC INC	1018473	2505208	INSTALL VOICE AND DATA WIRING SERVICES	INFORMATION TECHNOLOGY SERVICES
SMITH GROUP JJR LLC	1003317	2504102	LONG TERM MANAGEMENT	FINANCE DEPARTMENT
SNELL ENVIRONMENTAL GROUP INC	1000483	2502200	ABATEMENT ASBESTOS	DEPARTMENT OF PUBLIC WORKS

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SNELL ENVIRONMENTAL GROUP INC	1000483	2500795	ENGINEERING SERVICES FOR NEW BRIDGES	DEPARTMENT OF PUBLIC WORKS
SO DEEP INC	1094716	2727176		WATER DEPARTMENT
SOBH PROPERTY MANAGEMENT LLC	1018847	2515472		HEALTH DEPARTMENT
SOBRIETY HOUSE INC	1797	2501505	SUBSTANCE ABUSE COORDINATION AGENCY	HEALTH DEPARTMENT
SOBRIETY HOUSE INC	1797	2501734	MEDICAID SUBSTANCE ABUSE	HEALTH DEPARTMENT
SOCIETY OF ST VINCENT DE PAUL	10460	2587915		FINANCE DEPARTMENT
SONDRA E JENKINS	1013274	2507145	JOINT L-M/QI PROJECT CONSULTANT	HUMAN RESOURCES DEPARTMENT
SOUTHEAST CHILDREN AND FAMILY DEVELOPMENT HEAD START	10372	2587309		HUMAN SERVICES DEPARTMENT
SOUTHEAST CHILDREN AND FAMILY DEVELOPMENT HEAD START	10372	2532516	HEAD START PROGRAM	HUMAN SERVICES DEPARTMENT
SOUTHEAST CHILDREN AND FAMILY DEVELOPMENT HEAD START	10372	2504138	HEAD START PROGRAM 1998-99	HUMAN SERVICES DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2593437		HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2501895	HEALTHY START INIT 8/98	HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2560866	CPBC MASTER AGREEMENT	HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2516778	FIDUCIARY SERVICES	HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2538658	HEALTHY START INITIATIVE PROGRAM	HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2556341	FIDUCIARY SERVICES FOR LEAD FREE DETROIT	HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2537516	CPBC MASTER CONTRACT	HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2501527	EPSDT (HEALTHY KIDS)	NO DEPARTMENT INDICATED
SOUTHEASTERN MICHIGAN HEALTH	8092	2625403		HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2522514	HEALTHY START INITIATIVE	HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2507951	HIV EMERGENCY RELIEF 2/00	HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2501918	25 STD CONTROL 9-98 AND 9-99	HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2501498	HOPWA-PERSONS W/AIDS HSG	HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2505868	25 STD & TB PHYSICIAN SERVICES	HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2502007	STD & TB PYHSICIAN	NO DEPARTMENT INDICATED
SOUTHEASTERN MICHIGAN HEALTH	8092	2536778	FETAL INFANT MORTALITY REVIEW GRANT	HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2516123	EPSDT ( HEALTHY KIDS )	HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2528888	SEMHA - CCA ADMINISTRATION	HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2538739	HIV/AIDS PROJECT CPO	HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2665698		HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2587750		HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2506174	25 TB/HIV CONTROL PROGRAM - 12/99	HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2510504	LEAD FREE DETROIT PROJECT	HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2581401		HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2504657	FISCAL MANAGEMENT SERVICES	HEALTH DEPARTMENT

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SOUTHEASTERN MICHIGAN HEALTH	8092	2614575		HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2612915		HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2619300		HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2538646	REFUGEE HEALTH SCREENING PROGRAM	HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2613498		HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2571721		HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2766781		HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2766314		HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2793186		HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2770373		HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2753985		HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2761660		HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2788671		HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2755765		HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2784430		HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2799776		HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2796870		HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2797934		HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2797936		HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2624694		HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2799792		HEALTH DEPARTMENT
SOUTHEASTERN MICHIGAN HEALTH	8092	2776660		HEALTH DEPARTMENT
SOUTHWEST COUNSELING	1000589	2549618	CAREER INITIATIVES CENTER PROJECT	HUMAN SERVICES DEPARTMENT
SOUTHWEST COUNSELING	1000589	2593318		FINANCE DEPARTMENT
SOUTHWEST DETROIT BUSINESS ASSOCIATION	19640	2548414		FINANCE DEPARTMENT
SOUTHWEST DETROIT COMMUNITY	1067854	2606819		FINANCE DEPARTMENT
SPALDING DEDECKER ASSOCIATES INC	1427	2632652		RECREATION DEPARTMENT
SPEC ASSOCIATES	19262	2765376		HUMAN SERVICES DEPARTMENT
SPECTRUM HUMAN SERVICES	20301	2501508	SUBSTANCE ABUSE COORDINATION AGENCY	NO DEPARTMENT INDICATED
SPIEGEL & MCDIARMID	19669	2501813	LEGAL SERVICES	PUBLIC LIGHTING DEPARTMENT
ST GREGORY COMMUNITY CENTER	16937	2511397	P&DD PUBLIC SERVICE	FINANCE DEPARTMENT
ST PATRICKS SENIOR CENTER INC	12493	2502481	SENIOR CITIZENS MEAL	HEALTH DEPARTMENT
ST REGIS DETROIT PARTNERS LLC	1102961	2770016		POLICE DEPARTMENT
STAR CENTERS INC	1003699	2501619	MEDICAID SUBSTANCE ABUSE	NO DEPARTMENT INDICATED
STELLA B SEIDEN	2398	2502097		NO DEPARTMENT INDICATED
STEVEN H SCHWARTZ & ASSOCIATES PLC	1079707	2859743		WATER DEPARTMENT
STONE & WEBSTER MICHIGAN INC	8561	2500914	MISTERSKY PWR PLANT CONSULTING	PUBLIC LIGHTING DEPARTMENT

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STRATEGIC STAFFING SOLUTIONS	17268	2620837		NON-DEPARTMENTAL
STRATEGIC STAFFING SOLUTIONS	17268	2767687	CONTRACT FOR PROFESSIONAL SERVICES	INFORMATION TECHNOLOGY SERVICES
STRATEGIC STAFFING SOLUTIONS	17268	2681666		INFORMATION TECHNOLOGY SERVICES
STRATEGIC STAFFING SOLUTIONS	17268	2554729	2001/2002 CONTRACTUAL RESOURCES	INFORMATION TECHNOLOGY SERVICES
STRATEGIC STAFFING SOLUTIONS	17268	2643900		INFORMATION TECHNOLOGY SERVICES
STROHL SYSTEMS GROUP INC	19599	2514946	970259-COMPUTER - SOFTWARE LICENSE	INFORMATION TECHNOLOGY SERVICES
STS CONSULTANTS LTD	1027626	2619993		RECREATION DEPARTMENT
SWORD SOLUTIONS INC	1075932	2634531		HEALTH DEPARTMENT
SYNC TECHNOLOGIES INC	1025602	2643904		INFORMATION TECHNOLOGY SERVICES
SYNC TECHNOLOGIES INC	1025602	2681667		INFORMATION TECHNOLOGY SERVICES
SYNC TECHNOLOGIES INC	1025602	2804856		HUMAN SERVICES DEPARTMENT
SYNC TECHNOLOGIES INC	1025602	2686900		WATER DEPARTMENT
SYNCH SOLUTIONS	1102866	2768084	CONTRACT FOR TECHNOLOGY RESOURCES	INFORMATION TECHNOLOGY SERVICES
SYSTEMS & SOFTWARE INC	1075876	2640713		WATER DEPARTMENT
SYSTEMS CONSULTING GROUP LLC	1021802	2537205	CONSULTANT SERVICES	DEPARTMENT OF TRANSPORTATION
T & T BUILDERS	1025258	2544439	HOME WEATHERIZATION	HUMAN SERVICES DEPARTMENT
T & T BUILDERS	1025258	2524579	WEATHERIZATION PROGRAM	HUMAN SERVICES DEPARTMENT
T & T BUILDERS	1025258	2525183		FINANCE DEPARTMENT
T & T BUILDERS	1025258	2672030		HUMAN SERVICES DEPARTMENT
T & T BUILDERS	1025258	2607322		HUMAN SERVICES DEPARTMENT
T & T BUILDERS	1025258	2789080		HUMAN SERVICES DEPARTMENT
T & T BUILDERS	1025258	2732569		HUMAN SERVICES DEPARTMENT
T & T BUILDERS	1025258	2761175		HUMAN SERVICES DEPARTMENT
TARA TUOMAALA	1047262	2569166		CULTURAL AFFAIRS DEPARTMENT
TC SIMMONS VISITING MINISTRY	18571	2510152	SHELTER AND SERVICE	FINANCE DEPARTMENT
TECH TOWN	1107416	2807786		HUMAN SERVICES DEPARTMENT
TEI ENVIRONMENTAL SOLUTIONS LLC	1109309	2548181	(UNIROYAL) INTERIM RESPONSE ACTIVITIES FOR EAST JEFFERSON AT BELLE ISLE	ENVIRONMENTAL AFFAIRS DEPARTMENT
TEI ENVIRONMENTAL SOLUTIONS LLC	1109309	2563252	BROWNFIELD SAP PHASE I AND PHASE II	ENVIRONMENTAL AFFAIRS DEPARTMENT
TETRA TECH MPS	1030048	2633203		DEPARTMENT OF PUBLIC WORKS
THE ARTS PLACE	20040	2643815		RECREATION DEPARTMENT
THE BARTECH GROUP	1036576	2681675		INFORMATION TECHNOLOGY SERVICES
THE BARTECH GROUP	1036576	2643893		INFORMATION TECHNOLOGY SERVICES
THERMO JARRELL ASH CORP	23280	2502432	MAINTENANCE	FINANCE DEPARTMENT
THOMAS E MARSHALL PC	17881	2511456	SHAUN NEAL, ET AL V CITY OF DETROIT, ET AL	LAW DEPARTMENT
THOMAS E MARSHALL PC	17881	2513521	LIGENS D. MOORE V CITY OF DETROIT	LAW DEPARTMENT
THOMAS J WALSH APPRAISAL CO	20198	2502095	CASINO SITE APPRAISER	LAW DEPARTMENT
THOMPSON HINE LLP	1097967	2799254		WATER DEPARTMENT

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TIBURON INC	1072420	2614989		POLICE DEPARTMENT
TIBURON INC	1072420	2637943		POLICE DEPARTMENT
TILLMAN & TILLMAN PC	1018624	2515016	WILLIAM GRAHAM V CITY/MANSON	LAW DEPARTMENT
TIMMIS & INMAN LLP	19998	2562545	LEGAL SERVICES: LYNN/BEAUCHAMP V CITY	LAW DEPARTMENT
TIMMIS & INMAN LLP	19998	2544381	RYAN LACKIE V CITY OF DETROIT/FULKS	LAW DEPARTMENT
TIMMIS & INMAN LLP	19998	2632190		LAW DEPARTMENT
TIMMIS & INMAN LLP	19998	2534965	ANDREOS COOPER V CITY	LAW DEPARTMENT
TIMMIS & INMAN LLP	19998	2562570	LEGAL SERVICES	LAW DEPARTMENT
TIMMIS & INMAN LLP	19998	2508654	SHANNON L. TROMEUR V JULIUS LIGE	HEALTH DEPARTMENT
TIMMIS & INMAN LLP	19998	2502450	LEGAL SERVICES: WILLIAM BURKES V CITY	LAW DEPARTMENT
TIMMIS & INMAN LLP	19998	2544404	TITO BURLEIGH V CITY/WILLIAMS	LAW DEPARTMENT
TIMMIS & INMAN LLP	19998	2508661	LEGAL SERVICES: TUCKER V CITY OF DETROIT	LAW DEPARTMENT
TIMMIS & INMAN LLP	19998	2562575	HENRY BROWN V CITY/JULIUS TATE	LAW DEPARTMENT
TIMMIS & INMAN LLP	19998	2562563	LEGAL SERVICES	LAW DEPARTMENT
TIMMIS & INMAN LLP	19998	2544430	TOMMIE THOMAS V CITY, ET AL	LAW DEPARTMENT
TIMMIS & INMAN LLP	19998	2562559	TORI CARTER, ET AL V CITY	LAW DEPARTMENT
TIMMIS & INMAN LLP	19998	2502452	LEGAL SERVICES	LAW DEPARTMENT
TIMMIS & INMAN LLP	19998	2544420	RUPERT/HAYES/BOWERS V BROWN	LAW DEPARTMENT
TISEO BROTHERS INC	18296	2501389	VIRGINIA PARK PAVING	NO DEPARTMENT INDICATED
TODD PHILLIPS CHILDRENS HOME	16998	2501778		NO DEPARTMENT INDICATED
TRAVELLERS AID SOCIETY OF DET	15890	2501964	EMERGENCY SHELTER	HUMAN SERVICES DEPARTMENT
TUCKER YOUNG JACKSON TULL INC	15600	2507286	CS-1264 WATER LOSS SURVEY	WATER DEPARTMENT
TUCKER YOUNG JACKSON TULL INC	15600	2752501		WATER DEPARTMENT
TWW & ASSOCIATES INC	15821	2563101	WORKFIRST/WELFARE TO WORK	EMPLOYMENT AND TRAINING DEPARTMENT
TWW & ASSOCIATES INC	15821	2550329	OPERATION FAST BREAK/ PAL	EMPLOYMENT AND TRAINING DEPARTMENT
TWW & ASSOCIATES INC	15821	2696181		WORKFORCE DEVELOPMENT DEPARTMENT
TWW & ASSOCIATES INC	15821	2803891		WORKFORCE DEVELOPMENT DEPARTMENT
TWW & ASSOCIATES INC	15821	2778474		WORKFORCE DEVELOPMENT DEPARTMENT
TWW & ASSOCIATES INC	15821	2806255		WORKFORCE DEVELOPMENT DEPARTMENT
TXU ENERGY SERVICE	1021990	2525960	CITY WIDE NATURAL GAS PURCHASE	PUBLIC LIGHTING DEPARTMENT
UNIGLOBE CONSTRUCTION CO	19275	2793402		HUMAN SERVICES DEPARTMENT
UNITED COMMUNITY HOUSING COALITION	9812	2510128	HOMELESS ASSISTANCE PROGRAM	FINANCE DEPARTMENT
UNIVERSAL SYSTEM TECHNOLOGIES INC	20223	2589037		INFORMATION TECHNOLOGY SERVICES
UNIVERSAL SYSTEM TECHNOLOGIES INC	20223	2768088	PROFESSIONAL SERVICES CONTRACT	INFORMATION TECHNOLOGY SERVICES
UNIVERSITY FAMILY PHYSICIANS	1045603	2541597	ENV: MEDICAL MONITORING SERVICES	ENVIRONMENTAL AFFAIRS DEPARTMENT
UNIVERSITY OF DETROIT MERCY	1051358	2722921		RECREATION DEPARTMENT
UNIVERSITY OF MICHIGAN	8466	2500990	EMERGENCY RESPONSE PLANNING	WATER DEPARTMENT

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UNIVERSITY PHYSICIAN GROUP	1093137	2799075		HEALTH DEPARTMENT
UNIVERSITY WOMEN'S CARE	1030044	2530120		HEALTH DEPARTMENT
UNIVERSITY WOMEN'S CARE	1030044	2595456		HEALTH DEPARTMENT
UNIVERSITY WOMEN'S CARE	1030044	2567920		HEALTH DEPARTMENT
UNIVERSITY WOMEN'S CARE	1030044	2614558		HEALTH DEPARTMENT
UNLIMITED SOLUTIONS INC	17906	2502050	PROGRAMMING CODING	INFORMATION TECHNOLOGY SERVICES
UNLIMITED SOLUTIONS INC	17906	2554534	2001/2001 CONTRACTUAL RESOURCES	INFORMATION TECHNOLOGY SERVICES
UPTOWN LAND DEVELOPMENT CORP	18833	2501758		EMPLOYMENT AND TRAINING DEPARTMENT
URBAN MANAGEMENT CORP	20310	2502173	FLEET MAINTENANCE SERVICES	DEPARTMENT OF PUBLIC WORKS
URBANWERKS LLC	1083053	2664787		RECREATION DEPARTMENT
URS CORPORATION	1052537	2607949		ENVIRONMENTAL AFFAIRS DEPARTMENT
URSO PALMER & ROSS PC	1048532	2574335		CITY COUNCIL
U-SNAP BAC NON-PROFIT CORP	20364	2506589	PUBLIC SERVICE AND REHAB	FINANCE DEPARTMENT
U-SNAP BAC NON-PROFIT CORP	20364	2584237		PLANNING AND DEVELOPMENT DEPARTMENT
U-SNAP BAC NON-PROFIT CORP	20364	2501597	SITE IMPROVEMENTS HOUSING	NO DEPARTMENT INDICATED
V W PROPERTIES	1084250	2531882		POLICE DEPARTMENT
V W PROPERTIES	1084250	2509482		POLICE DEPARTMENT
VAN OVERBEKE & ASSOCIATES	20121	2505192	LEGAL SERVICES: DEWOLF, ET AL V CITY	LAW DEPARTMENT
VAN OVERBEKE & ASSOCIATES	20121	2521182	LYNN/BEAUCHAMP V CITY/RADFORD	LAW DEPARTMENT
VAN OVERBEKE & ASSOCIATES	20121	2505073	LEGAL SERVICES	LAW DEPARTMENT
VAN OVERBEKE & ASSOCIATES	20121	2539172	LEGAL SERVICES	LAW DEPARTMENT
VAN OVERBEKE & ASSOCIATES	20121	2515553	LEGAL SERVICES: KIMBER V CITY/ADUROJA	LAW DEPARTMENT
VAN OVERBEKE & ASSOCIATES	20121	2521167	LEGAL SERVICES: LONGSTREET V JORDAN	LAW DEPARTMENT
VAN OVERBEKE & ASSOCIATES	20121	2536310	LEGAL SERVICES	LAW DEPARTMENT
VAN OVERBEKE & ASSOCIATES	20121	2511869	LEGAL SERVICES	LAW DEPARTMENT
VAN SCOYOC ASSOCIATES INC	1070940	2617193		LAW DEPARTMENT
VANOVERBEKE MICHAUD & TIMMONY P C	1026688	2594482		LAW DEPARTMENT
VANOVERBEKE MICHAUD & TIMMONY P C	1026688	2563075	BLUE CROSS/BLUE SHIELD RESERVE FUND	LAW DEPARTMENT
VANOVERBEKE MICHAUD & TIMMONY P C	1026688	2544823	LEGAL SERVICES	LAW DEPARTMENT
VANOVERBEKE MICHAUD & TIMMONY P C	1026688	2546318	LEGAL SERVICES	LAW DEPARTMENT
VANOVERBEKE MICHAUD & TIMMONY P C	1026688	2591271		LAW DEPARTMENT
VANOVERBEKE MICHAUD & TIMMONY P C	1026688	2563068	TOYIA MOODY/STEPHANIE BENNETT V CITY	LAW DEPARTMENT
VANOVERBEKE MICHAUD & TIMMONY P C	1026688	2632746		LAW DEPARTMENT
VARNUM RIDDERING SCHMIDT	17517	2502367	TELECOMMUNICATIONS/FIBER OPTICS	LAW DEPARTMENT
VARNUM RIDDERING SCHMIDT	17517	2514143	LEGAL SERVICES	LAW DEPARTMENT
VENABLE BAETJER HOWARD LLP	20054	2503723	PROFESSIONAL SERVICES	CITY COUNCIL
VIRCHOW KRAUSE & CO LLP	1099691	2746850		FINANCE DEPARTMENT
VIRGINIA PARK CITIZENS SERVICE	16867	2719711		DEPARTMENT OF TRANSPORTATION

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VISION INFORMATION TECHNOLOGIES	1011855	2542788	WEB DEVELOPMENT	INFORMATION TECHNOLOGY SERVICES
VOICE PRINT INTERNATIONAL INC	1045791	2816063	MAINTENANCE FOR VOICE SERVICES	POLICE DEPARTMENT
VORHIES ESTATE INC	1005399	2517975		HUMAN SERVICES DEPARTMENT
VS VISUAL STATEMENT INC	1076618	2796124		POLICE DEPARTMENT
W D LEE CENTER FOR LIFE MANAGEMENT	1003687	2502211	MEDICAID SUBSTANCE ABUSE	NO DEPARTMENT INDICATED
W-3 CONSTRUCTION COMPANY	1022302	2796096	LIGHTING IMPROVEMENTS	RECREATION DEPARTMENT
WADE TRIM ASSOCIATES INC	16157	2514240	WASTEWATER SYSTEM IMPROVEMENT	SEWERAGE DEPARTMENT
WADE TRIM ASSOCIATES INC	16157	2635552		WATER DEPARTMENT
WALBRIDGE-ALDINGER CO	2782	2588907		WATER DEPARTMENT
WALBRIDGE-ALDINGER CO	2782	2529880	PRIMARY CLARIFIER NUMBERS 17 AND 18	SEWERAGE DEPARTMENT
WALBRIDGE-ALDINGER CO	2782	2517999	SECONDARY CLARIFIER IMPROVEMENTS	SEWERAGE DEPARTMENT
WALSH CONSTRUCTION	1003706	2540999	CONNER CREEK PILOT CSO CONTROL FACILITY	SEWERAGE DEPARTMENT
WARM TRAINING CENTER	1099138	2798140		HUMAN SERVICES DEPARTMENT
WARM TRAINING CENTER	1099138	2761360		HUMAN SERVICES DEPARTMENT
WARM TRAINING PROGRAM INC	1001814	2637413		HUMAN SERVICES DEPARTMENT
WARM TRAINING PROGRAM INC	1001814	2592885		FINANCE DEPARTMENT
WARM TRAINING PROGRAM INC	1001814	2746897		HUMAN SERVICES DEPARTMENT
WARM TRAINING PROGRAM INC	1001814	2808870		HUMAN SERVICES DEPARTMENT
WARM TRAINING PROGRAM INC	1001814	2706004		HUMAN SERVICES DEPARTMENT
WARREN CONNER DEVELOPMENT COALITIONS	1015379	2515838	WARREN CONNER SA FYE 9/99	HEALTH DEPARTMENT
WARREN CONNER DEVELOPMENT COALITIONS	1015379	2736044		WORKFORCE DEVELOPMENT DEPARTMENT
WAYNE COUNTY	18789	2560623	WF/WTW JOB SEARCH AND JOB PLACEMENT	EMPLOYMENT AND TRAINING DEPARTMENT
WAYNE COUNTY	18789	2574696		POLICE DEPARTMENT
WAYNE COUNTY	18789	2772891		POLICE DEPARTMENT
WAYNE COUNTY COMMUNITY COLLEGE	1008933	2782908		WORKFORCE DEVELOPMENT DEPARTMENT
WAYNE COUNTY COMMUNITY COLLEGE	1008933	2782906		WORKFORCE DEVELOPMENT DEPARTMENT
WAYNE STATE UNIVERSITY	1015979	2539793		HEALTH DEPARTMENT
WAYNE STATE UNIVERSITY	1015979	2539816	PREVENTATIVE SERVICES	HEALTH DEPARTMENT
WAYNE STATE UNIVERSITY	1015979	2539788	TARGET CITIES	HEALTH DEPARTMENT
WAYNE STATE UNIVERSITY	1015979	2539821	PREVENTATIVE SERVICES	HEALTH DEPARTMENT
WAYNE STATE UNIVERSITY	1015979	2516330	WSU - UNIVERSITY CONSORTIUM	HUMAN RESOURCES DEPARTMENT
WAYNE STATE UNIVERSITY	1015979	2539807	PREVENTATIVE SERVICES	HEALTH DEPARTMENT
WAYNE STATE UNIVERSITY	3116	2560543	CITY/UNIVERSITY CONSORTIUM	HUMAN RESOURCES DEPARTMENT
WAYNE STATE UNIVERSITY	3116	2532723	WIA TITLE I OFFICE AUTOMATION TRAINING	EMPLOYMENT AND TRAINING DEPARTMENT
WAYNE STATE UNIVERSITY	3116	2501980	TITLE III OFFICE AUTOMATION TRAINING	EMPLOYMENT AND TRAINING DEPARTMENT
WAYNE STATE UNIVERSITY	3116	2571280		EMPLOYMENT AND TRAINING DEPARTMENT

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WAYNE STATE UNIVERSITY	3116	2552859	OFFICE AUTOMATION & WORD PROCESSING	EMPLOYMENT AND TRAINING DEPARTMENT
WAYNE STATE UNIVERSITY	3116	2519218	WORD PROCESS TRAINING	EMPLOYMENT AND TRAINING DEPARTMENT
WAYNE STATE UNIVERSITY	3116	2611249		POLICE DEPARTMENT
WAYNE STATE UNIVERSITY	3116	2501174		NO DEPARTMENT INDICATED
WAYNE STATE UNIVERSITY	3116	2765357		CITY COUNCIL
WAYNE STATE UNIVERSITY	3116	2797492		HEALTH DEPARTMENT
WAYNE STATE UNIVERSITY COLLEGE	19759	2502190		PLANNING AND DEVELOPMENT DEPARTMENT
WAYNE STATE UNIVERSITY COLLEGE	19759	2500873	EZ PROGRAM OPERATIONS	NO DEPARTMENT INDICATED
WCI CONTRACTORS	17607	2681202		RECREATION DEPARTMENT
WCI CONTRACTORS	17607	2733883	CONSTRUCTION CONTRACT	RECREATION DEPARTMENT
WCI CONTRACTORS	17607	2762089	CONSTRUCTION CONTRACT	RECREATION DEPARTMENT
WCI CONTRACTORS	17607	2708713		RECREATION DEPARTMENT
WCI CONTRACTORS	17607	2731182		RECREATION DEPARTMENT
WCI CONTRACTORS	17607	2762091	CONSTRUCTION CONTRACT	RECREATION DEPARTMENT
WCI CONTRACTORS	17607	2729538	CONSTRUCTION CONTRACT	RECREATION DEPARTMENT
WCI CONTRACTORS	17607	2785381	CONSTRUCTION CONTRACT	RECREATION DEPARTMENT
WCI CONTRACTORS	17607	2799443	CONSTRUCTION CONTRACT	RECREATION DEPARTMENT
WE CARE DEVELOPMENT CORP	20361	2627183		WORKFORCE DEVELOPMENT DEPARTMENT
WEISS CONSTRUCTION CO	16586	2500908	DWS-805 SUBURBAN METER AUTOMATION	WATER DEPARTMENT
WEISS CONSTRUCTION CO	16586	2501482	DWS-800 SUBURBAN WATER METERS	WATER DEPARTMENT
WELLSPRING	18110	2597175		FINANCE DEPARTMENT
WEST COAST LABOUR SYSTEMS CORP	1117330	2868714		WATER DEPARTMENT
WEST DETROIT INTERFAITH	1044949	2554192		FINANCE DEPARTMENT
WESTFIELD DETROIT LLC	1021039	2517679		HUMAN SERVICES DEPARTMENT
WESTIN ENGINEERING INC	14468	2767695	PROFESSIONAL SERVICES CONTRACT	INFORMATION TECHNOLOGY SERVICES
WILDWOOD RANCH	1012803	2547128	DETROIT RESCUE MISSION	HUMAN SERVICES DEPARTMENT
WILDWOOD RANCH	1012803	2516691	SUMMER CAMPERSHIPS TO URBAN YOUTHS	HUMAN SERVICES DEPARTMENT
WILLA R WALKER LLC	1071151	2618732		CULTURAL AFFAIRS DEPARTMENT
WILLIAMS ACOSTA PLLC	1049952	2501454	GRAIMARK REHAB PROJ - FICS #79019	PLANNING AND DEVELOPMENT DEPARTMENT
WILLIAMS ACOSTA PLLC	1049952	2501725	ENVIRONMENTAL STATUTES & REGULATIONS	LAW DEPARTMENT
WILLIAMS ACOSTA PLLC	1049952	2505940	LEGAL SERVICES-ENVIRONMENTAL	PLANNING AND DEVELOPMENT DEPARTMENT
WILLIAMS ACOSTA PLLC	1049952	2500981	FICS #68652-MID-CITY REVITALIZATION	PLANNING AND DEVELOPMENT DEPARTMENT
WILLIAMS ACOSTA PLLC	1049952	2559971	ERNEST MONROE V CITY OF DETROIT	WATER DEPARTMENT
WILLIAMS ACOSTA PLLC	1049952	2623874		LAW DEPARTMENT
WILLIAMS ACOSTA PLLC	1049952	2501539	CASINO DEVELOPMENT PROJECT	LAW DEPARTMENT
WILLIAMS ACOSTA PLLC	1049952	2553947	BRUSH PARK PROJECT	PLANNING AND DEVELOPMENT DEPARTMENT
WILLIAMS ACOSTA PLLC	1049952	2641654	LEGAL SERVICES	LAW DEPARTMENT
WILLIAMS ACOSTA PLLC	1049952	2593326	LEGAL SERVICES	ENVIRONMENTAL AFFAIRS DEPARTMENT

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WILLIAMS ACOSTA PLLC	1049952	2512512	LEGAL SERVICES	LAW DEPARTMENT
WILLIE L MAYO CPA	1021915	2518939	AUDIT TRAINING	HUMAN SERVICES DEPARTMENT
WILLIE MCCORMICK ASSOCIATES INC	1001824	2568507		WATER DEPARTMENT
WILLIE MCCORMICK ASSOCIATES INC	1001824	2618093		WATER DEPARTMENT
WILLIE MCCORMICK ASSOCIATES INC	1001824	2679478		WATER DEPARTMENT
WILLIE MCCORMICK ASSOCIATES INC	1001824	2566621		WATER DEPARTMENT
WILLIE MCCORMICK ASSOCIATES INC	1001824	2673433		WATER DEPARTMENT
WINDHAM REALTY GROUP INC	17474	2500986	VIC PARK MANAGER	PLANNING AND DEVELOPMENT DEPARTMENT
WOMENS JUSTICE CENTER	14689	2508100		HUMAN SERVICES DEPARTMENT
WOMENS JUSTICE CENTER/MY SISTER PLACE	1031434	2535491	DOMESTIC VIOLENCE SERVICES	POLICE DEPARTMENT
WORKBRAIN INC	1087022	2688977		NON-DEPARTMENTAL
WTF COMPANY LLC	1009825	2509611		POLICE DEPARTMENT
XEROX CORPORATION	20143	2527583	PHOTOCOPIER MAINTENANCE	COMMUNICATIONS AND CREATIVE SERVICES DEPARTMENT
YMCA OF METRO DETROIT	17203	2502285	PUBLIC FACILITY REHABILITATION	NO DEPARTMENT INDICATED
YMCA OF METROPOLITAN DETROIT	1071155	2801079		WORKFORCE DEVELOPMENT DEPARTMENT
YOUNG & BASILE	19641	2515451	LS-1317 LEGAL MANCHAK VS DWSD	WATER DEPARTMENT
YOUNG DETROIT BUILDERS	1008086	2516595		EMPLOYMENT AND TRAINING DEPARTMENT
YOUNG DETROIT BUILDERS	1008086	2797765		WORKFORCE DEVELOPMENT DEPARTMENT
YOUNG DETROIT BUILDERS	1008086	2775343		HUMAN SERVICES DEPARTMENT
YOUNG DETROIT BUILDERS	1008086	2743797		HUMAN SERVICES DEPARTMENT
YOUNG DETROIT BUILDERS	1008086	2803602		HUMAN SERVICES DEPARTMENT
YOUTH CONNECTION	1054883	2801091		WORKFORCE DEVELOPMENT DEPARTMENT
YOUTH LINKS USA	1044013	2552463	OPERATION FAST BREAK	EMPLOYMENT AND TRAINING DEPARTMENT
YWCA INTERIM HOUSE	2143	2535474	SERVICES WITH DOMESTIC VIOLENCE UNIT	POLICE DEPARTMENT
YWCA INTERIM HOUSE	2143	2508609	ESG CONTRACT FICS # 078503	FINANCE DEPARTMENT
ZETA STORK'S NEST FOUNDATION	13210	2508767	NOF PUBLIC SERVICE CONTRACT	FINANCE DEPARTMENT